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Tri-City Mental Health Authority
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Founded by Pomona, Claremont, and La Verne
in 1960



Jed Leano (Claremont), Chair
John Nolte (Pomona), Vice-Chair
Carolyn Cockrell (La Verne), Board Member
Paula Lantz (Pomona), Board Member
Wendy Lau (La Verne), Board Member
Elizabeth Ontiveros-Cole (Pomona), Board Member
Ronald T. Vera (Claremont), Board Member

AGENDA

GOVERNING BOARD / MENTAL HEALTH COMMISSION REGULAR JOINT MEETING

WEDNESDAY, DECEMBER 21, 2022
AT 5:00 P.M.

MEETING LOCATION

There will be no in-person public meeting location. On September 16, 2021, the Legislature amended the Brown Act provisions regarding teleconferencing through Assembly Bill No. 361, codified under Government Code § 54953. Accordingly, the Governing Board will hold this public meeting via teleconference and the public seeking to observe and to address the Governing Board may participate telephonically or otherwise electronically.

To join the meeting click on the following link:

<https://tricitymhs-org.zoom.us/j/82735246519?pwd=SkRzUlhmaUdiWXc3elk1Z2hBMEZzdz09>

Passcode: awFL+Wy4

Or Telephone: 1-213-338-8477

Webinar ID: 827 3524 6519

Passcode: 82451275

Public Participation. Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the Governing Board and/or Mental Health Commission on any item of interest to the public, before or during the consideration of the item, that is within the subject matter jurisdiction of the Governing Board or Mental Health Commission. Therefore, members of the public are invited to speak on any matter on or off the agenda.

The public can make a comment during the meeting by using the 'raised hand' feature, or by calling in, if they wish to address a particular agenda item or to make a general comment on a matter within the subject matter jurisdiction of the Governing Board. The Chair will call on the member of the public at the appropriate time and allow the person to provide live comment. The public can also submit a comment by writing an email to molmos@tricitymhs.org. All email messages received by 3:30 p.m. will be shared with the Governing Board before the meeting. No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by Tri-City Mental Health Authority to all or a majority of the Tri-City Governing Board and Mental Health Commission less than 72 hours prior to this meeting, are available for public inspection at <http://www.tricitymhs.org>

CALL TO ORDER

Chair Leano calls the meeting to Order.

GOVERNING BOARD ROLL CALL

Board Members Carolyn Cockrell, Paula Lantz, Wendy Lau, Elizabeth Ontiveros-Cole, and Ron Vera; Vice-Chair John Nolte; and Chair Jed Leano.

MENTAL HEALTH COMMISSION ROLL CALL

GB Liaison Carolyn Cockrell; Commissioners Clarence D. Cernal, Isabella A. Chavez, Nichole Perry, Joan M. Reyes, Twila L. Stephens, Alfonso Villanueva, Toni L. Watson, David Weldon; Vice-Chair Wray Ryback; and Chair Anne Henderson.

POSTING OF AGENDA

The Agenda is posted 72 hours prior to each meeting at the following Tri-City locations: Clinical Facility, 2008 N. Garey Avenue in Pomona; Wellness Center, 1403 N. Garey Avenue in Pomona; Royalty Offices, 1900 Royalty Drive #180/280 in Pomona; MHSA Office, 2001 N. Garey Avenue in Pomona; and on the Tri-City's website: <http://www.tricitymhs.org>

REMEMBRANCE

MOMENT OF REMEMBRANCE FOR JOSEPH (JOE) LYONS, PH.D., FORMER TRI-CITY MENTAL HEALTH AUTHORITY GOVERNING BOARD MEMBER AND CITY OF CLAREMONT COUNCIL MEMBER AND MAYOR

MENTAL HEALTH COMMISSION**1. APPROVAL OF MINUTES – MENTAL HEALTH COMMISSION REGULAR MEETING OF NOVEMBER 8, 2022**

Recommendation: “A motion to approve the Mental Health Commission Minutes of its Regular Meeting of November 8, 2022.”

2. REPORT ON THE 2022 DATA NOTEBOOK FOR THE CBHPC FOCUS ON THE ‘IMPACT OF THE COVID-19 PUBLIC HEALTH EMERGENCY ON: (1) THE BEHAVIORAL HEALTH OF VULNERABLE POPULATIONS IN CALIFORNIA, AND (2) THE ABILITY OF COUNTY BEHAVIORAL HEALTH DEPARTMENTS TO PROVIDE MENTAL HEALTH AND SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES IN 2020 AND 2021.’

Tri-City Mental Health Commission, with staff assistance, answered the Data Notebook questions pursuant to (W.I.C. 5604.2) to report each year to the California Behavioral Health Planning Council (CBHPC); and to the Tri-City Mental Health Authority Governing Board.

CONSENT CALENDAR – GOVERNING BOARD

3. CONSIDERATION OF RESOLUTION NO. 684 AUTHORIZING THE IMPLEMENTATION OF TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 54953 (AB 361)

Recommendation: “A motion to adopt Resolution No. 684 finding and declaring that it unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.”

4. APPROVAL OF MINUTES FROM THE NOVEMBER 16, 2022 GOVERNING BOARD REGULAR MEETING

Recommendation: “A motion to approve the Minutes of the Governing Board Regular Meeting of November 16, 2022.”

5. CONSIDERATION OF RESOLUTION NO. 685 OF THE GOVERNING BOARD OF TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING ITS 2023 MEETING SCHEDULE

Recommendation: “A motion to adopt Resolution No. 685, establishing the Governing Board and of the Mental Health Commission 2023 Meeting Schedule.”

6. APPROVAL TO RE-APPOINT ANNE HENDERSON AS MEMBER TO THE TRI-CITY MENTAL HEALTH COMMISSION

Recommendation: “Staff recommends that the Governing Board consider the reappointment of Anne Henderson as member to the Mental Health Commission for a three-year term expiring on December 2025.”

7. CONSIDERATION OF RESOLUTION NO. 686 RATIFYING AND APPROVING AN ENGAGEMENT AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR LITIGATION IN AN AMOUNT NOT TO EXCEED \$75,000

Recommendation: “A motion to adopt Resolution No. 686 ratifying all expenses incurred and paid to date, and establishing a maximum budget in an amount not to exceed \$75,000 for the Engagement.”

NEW BUSINESS - GOVERNING BOARD**8. CONSIDERATION OF RESOLUTION NO. 687 ADOPTING CLASSIFICATION AND SALARY SCHEDULE TO COMPLY WITH THE NEW STATE MINIMUM WAGE REQUIREMENTS EFFECTIVE JANUARY 1, 2023**

Recommendation: “A motion to adopt Resolution No. 687 establishing a revised Classification and Salary Schedule for Tri-City Mental Health Authority effective January 1, 2023 to comply with the new State Minimum Wage requirements.

9. CONSIDERATION OF RESOLUTION NO. 688 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH THE CITY OF POMONA FOR THE AUTHORITY’S USE OF THE CITY’S ‘HOPE FOR HOME’ YEAR-ROUND EMERGENCY SHELTER FACILITY

Recommendation: “A motion to adopt Resolution No. 688 authorizing the Second Amendment to the Agreement with the City of Pomona to reserve and pay the sum of \$396,025 for the Authority’s exclusive use of 31 shelter beds in the City’s Year-Round Emergency Shelter, and authorizing the Executive Director to execute it effective July 1, 2022.”

10. CONSIDERATION OF RESOLUTION NO. 689 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT (DDA) AGREEMENT WITH RESTORE NEIGHBORHOODS, LA, INC. (RNLA) FOR THE CLAREMONT GARDENS SENIOR HOUSING PROJECT AT 956 W BASELINE ROAD IN CLAREMONT, CALIFORNIA

Recommendation: “A motion to adopt Resolution No. 689 authorizing the Executive Director to execute the Second Amendment to the DDA with RNLA to extend the escrow closing deadline to March 31, 2023 for the Claremont Garden senior housing project, at 956 W. Baseline Road in Claremont, California.

11. CONSIDERATION OF RESOLUTION NO. 690 AUTHORIZING THE EXECUTIVE DIRECTOR TO ACCEPT ON BEHALF OF TCMHA AN AWARD IN THE AMOUNT OF \$3,604,556 UNDER THE NO PLACE LIKE HOME (NPLH) PROGRAM COMPETITIVE ALLOCATION ROUND 4 APPLICATION

Recommendation: “A motion to adopt Resolution No. 690 authorizing the Executive Director to accept on behalf of Tri-City Mental Health Authority an award in the amount of \$3,604,556 under the NPLH Competitive Allocation Round 4 Application which includes \$2,437,123 for capital improvements and \$1,167,433 for Capital Operative Subsidy Reserve funds (COSR), for 8 units of permanent supportive housing in the West End Village Housing Project.”

12. CONSIDERATION OF RESOLUTION NO. 691 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH GETACCEPT, INC. FOR ELECTRONIC SIGNATURE SERVICES FOR ONE YEAR IN THE AMOUNT OF \$19,990.37, WITH AN OPTION TO RENEW FOR TWO SUCCESSIVE ONE-YEAR TERMS

Recommendation: “A motion to adopt Resolution No. 691 approving an Agreement with GetAccept, Inc. for Electronic Signature Services in the amount of \$19,990.37 commencing on December 21, 2022, and terminating on December 20, 2023; with an option to renew for two successive one-year terms; and authorizing the Executive Director to execute the Agreement.”

MONTHLY STAFF REPORTS

- 13. RIMMI HUNDAL, EXECUTIVE DIRECTOR REPORT**
- 14. DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
- 15. LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**
- 16. SEEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
- 17. DANA BARFORD, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
- 18. NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

Recommendation: “A motion to receive and file the month of December staff reports.”

GOVERNING BOARD / MENTAL HEALTH COMMISSION COMMENTS

Members of the Governing Board or Mental Health Commission may make brief comments or request information about mental health needs, services, facilities, or special problems that may need to be placed on a future Governing Board or Mental Health Commission Agenda.

PUBLIC COMMENT

The public can make a comment during the open meeting by using the ‘raised hand’ feature; or by calling-in. The public can also make a comment before the meeting by writing an email to molmos@tricitymhs.org. All emails received by 3:30 p.m. will be shared with the Governing Board before the meeting. No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.

CLOSED SESSION

The Governing Board will recess to a Closed Session pursuant to:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code § 54956.9)

Case Name or Reference: Patricia Kears v. Tri City Mental Health Authority, Warkitha Torregano, et al.

Case Number: 21PSCV00953

Venue: Los Angeles Superior Court

RECONVENE TO OPEN SESSION

The Governing Board will reconvene to an Open Session.

CLOSED SESSION REPORT

Any reportable action taken is announced.

ADJOURNMENT

The next Regular Meeting of the **Mental Health Commission** will be held on **Tuesday, January 10, 2023 at 3:30 p.m.** via teleconference due to the COVID-19 pandemic, pursuant to Government Code § 54953.

The next Regular Meeting of the **Governing Board** will be held on **Wednesday, January 18, 2023 at 5:00 p.m.**, via teleconference due to the COVID-19 pandemic, pursuant to Government Code § 54953.

MICAELA P. OLMOS
JPA ADMINISTRATOR/CLERK



1. **APPROVAL OF MINUTES FROM THE NOVEMBER 8, 2022 MENTAL HEALTH COMMISSION REGULAR MEETING**

This Agenda Item will be distributed on Monday, December 19, 2022.



**Tri-City Mental Health Authority
AGENDA REPORT**

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Dana Barford, MHSA Director and Ethnic Services

SUBJECT: 2022 Data Notebook Presentation by the Mental Health Commission Ad Hoc Committee

Summary:

Each year members of the Tri-City Mental Health Commission participate in the preparation of the California Behavioral Health Planning Council's Data Notebook project. Members of the Mental Health Commission ad hoc committee will present their findings to the Governing Board of Tri-City Mental Health.

Background:

The California Behavioral Health Planning Council (Council) is under federal and state mandate to advocate on behalf of adults with severe mental illness and children with severe emotional disturbance and their families. The Council is also statutorily required to advise the Legislature on behavioral health issues, policies, and priorities in California.

The Data Notebook is a structured format to review information and report on each county's behavioral health services. This system includes both mental health and substance use treatment services designed for specific age groups of adults or children and youth. Local behavioral health boards/commissions (local boards) are required to review performance outcome data for services in their county and to report their findings each year to the California Behavioral Health Planning Council (Planning Council). These responses are then analyzed by staff to create a yearly report to inform policy makers, stakeholders, and the public.

Fiscal Impact:

None

Recommendation:

None

Attachments:

Attachment 2-A: 2022 Data Notebook Presentation Slides

DATA NOTEBOOK 2022 FOR CALIFORNIA BEHAVIORAL HEALTH BOARDS AND COMMISSIONS



Joint Meeting of Tri-City's Mental Health
Commission and Governing Board
December 21, 2022

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What is the Data Notebook?

- The Data Notebook serves to help the local boards and commissions meet their mandates under the W.I.C. codes to report to the Planning council each year about performance outcomes and their local behavioral health services
- This is an annual report completed by an ad hoc committee of Tri-City's Mental Health Commission based on topics selected by the California Behavioral Health Planning Council
- Once completed, this report is presented to Tri-City's Governing Board and submitted to the California Behavioral Health Planning Council

WHY IS THE DATA NOTEBOOK IMPORTANT?

One of the duties of the local mental or behavioral health board/commission to “Review and comment on the county’s performance outcome data and communicate its findings to the California Behavioral Health Planning Council (CBHPC).”

To assist with this responsibility, the CBHPC annually develops the Data Notebook for each local board/commission to complete.

Each year the Data Notebook focusses on a specific area of interest, with a variety of questions to be answered.

The completed Data Notebook is provided to the CBHPC, who then compile the responses from the local mental/behavioral health boards/commissions into an overview report.

[Final Draft CBHPC 2020 Data Notebook Overview Report \(calbhbc.org\)](https://calbhbc.org)

The information is used by the CBHPC to fulfill its mandate to inform the California legislature about the status of mental health services in California.

Data Notebook Ad Hoc Committee Members

MH Commissioners

Wray Ryback

Joan Reyes

Clarence Cernal

Toni Lynn Watson

Al Villanueva

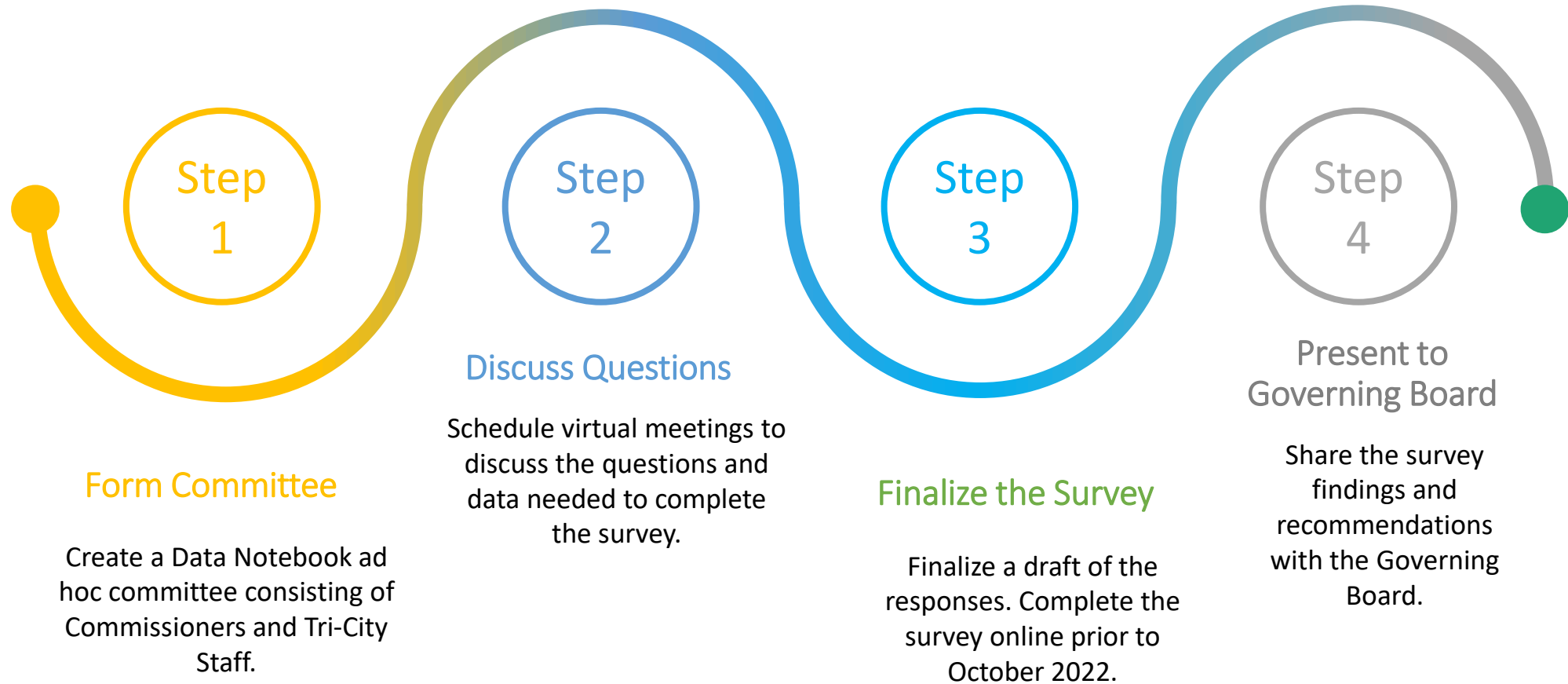
Tri-City Staff

Keri Zehm

Dana Barford



What the process to prepare the Data Notebook?



The topic selected this year by the Planning Council is a focus on the impact of the Covid-19 public health emergency on:

The behavioral health of vulnerable populations in California (foster youth, homeless individuals, and those with serious mental illness)

The ability of county behavioral health departments to provide mental health and substance use disorder (SUD) treatment services in 2020 and 2021

What did we learn?

Points of stress on your county's system for children and youth behavioral health services during the pandemic:

1. Increased numbers of youth receiving services who reported significant levels of anxiety, with or without severe impairment.
 2. Increased numbers of youth receiving services who reported significant levels of major depression, with or without severe impairment.
- Based on diagnoses data for anxiety and depressive disorders, there was a slight increase in both anxiety and depression during the pandemic.
 - ER data from Pomona Valley revealed there was a decrease in ER visits; however, this may be due to people's fears of going to the hospital rather than a need for ER services.
 - Conversations with the clinical department indicate that most of these were points of stress during the pandemic.

What did we learn?



Adapting to the changes and the increase in the need for various services was challenging. Trying to meet the needs of the children and families with limited staff was also difficult.

Which are the top three concerns for your county for children and youth services?

1. Increased numbers of youth presenting for services who report thoughts of suicide or other thoughts of self-harm.
2. Increased need for youth crisis interventions by Behavioral Health crisis teams (and/or use of psychiatric emergency setting or crisis stabilization unit).
3. Increased numbers of youth receiving services who reported significant levels of anxiety, with or without severe impairment.

Adult Behavioral Health

Please identify the points of stress on your county's system for all adult behavioral health services during the pandemic.

1. Based on diagnoses data for anxiety and depressive disorders, there were no differences in anxiety and depression during the pandemic.
2. ER data from Pomona Valley Hospital Medical Center revealed there was a decrease in ER visits; however, this may be due to people's fears of going to the hospital rather than a need for ER services.
3. Conversations with the clinical department indicate that most of these were points of stress during the pandemic.



Staffing Challenges



Has your county used any of the following methods to meet staffing needs during the pandemic?

1. Utilizing telework practices
2. Allowing flexible work hours
3. Hiring new staff
4. Other (please specify) Financial incentives: Hiring bonuses, longevity incentives, and an increase in merit pay. Also, hazard pay, teleworking reimbursement stipend, and paid admin leave.

Did your county experience negative impacts on staffing as a result of the pandemic? Please select your county's top points of impact.

1. Staff quit (part of mass resignation/ social trend, etc.)
2. Staff out to quarantine for self
3. Staff unable to obtain daycare or childcare
4. Staff out due to decision to not get vaccinated for Covid-19

Accessing Services During the Pandemic

Which of the following pandemic-related challenges have presented significant barriers to accessing behavioral health services in your county?

1. Inadequate staffing to provide services for all clients
2. Client or family member illness due to Covid-19
3. Language barriers (including ASL for hard-of-hearing)



Based on your experience in your county, has the pandemic adversely impacted your county's ability to reach and serve behavioral health clients and families from the following communities and backgrounds?

During the pandemic Tri-City continued to provide outreach and in-person services. Efforts were made to communicate to the community that the agency was open and available to help them; therefore, Tri-City was able to reach the unserved population listed above.



Data Notebook was submitted via online survey in October 2022 to the California Behavioral Health Planning Council to be included in their combined report for the CA legislature

Shared with the Executive Team for review and comment

Discussions and recommendations are pending



Thank you



**Tri-City Mental Health Authority
AGENDA REPORT**

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Mica Olmos, JPA Administrator/Clerk

SUBJECT: Consideration of Resolution No. 684 Authorizing the Implementation of Teleconferencing Requirements during a Proclaimed State of Emergency Under Government Code Section 54953 (AB 361)

Summary:

On Tuesday, March 1, 2022, the California Department of Public Health (CDPH) relaxed the masking requirement for unvaccinated individuals; however, it did not lift the state of emergency. The following day, Cal-OSHA announced its intent to mirror CDPH's recommendations except in certain industries, such as healthcare settings. Per Cal-OSHA regulations, masking and 6-foot physical distancing will continue to be required in healthcare settings until further notice. Accordingly, Tri-City Mental Health Authority must follow Cal-OSHA requirements.

Therefore, TCMHA will continue to hold virtual meetings per Assembly Bill No. 361 (AB 361) enacted on September 16, 2021, which amended the Brown Act by waiving certain provisions regarding teleconferencing; and effectively authorizing public agencies to hold its public meetings via teleconference under a proclaimed state of emergency which makes it unsafe to meet in person, provided that it allows the public, seeking to observe and to address the legislative body, to participate in real time telephonically or an internet-based service option during a virtual meeting; and the legislative body makes additional findings every 30 days in order to continue such teleconferencing pursuant to AB 361.

Background:

The Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings; and allows for legislative bodies to hold meetings by teleconference, but imposes the following requirements for doing so:

1. The public agency must give notice of each teleconference location from which a member will be participating in a public meeting.
2. Each teleconference location must be specifically identified in the meeting notice and agenda, including full address and room number.
3. Each teleconference location must be accessible to the public.
4. Members of the public must be able to address the body at each teleconference location.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 684 Authorizing the Implementation of Teleconferencing Requirements during a Proclaimed State of Emergency Under Government Code Section 54953 (AB 361)
December 21, 2022
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On March 17, 2020, Governor Newsom issued Executive Order No. N-29-20, suspending the Brown Act's teleconferencing requirements (enumerated above) in order to address the need for public meetings during the present public health emergency (COVID-19) and allow legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21 continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021.

On September 16, 2021, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361), codified under Government Code § 54953, waiving certain provisions of the Brown Act in order to allow local agencies to continue to meet using teleconferencing without complying with the regular teleconferencing requirements of the Brown Act when a legislative body holds a meeting during a proclaimed state of emergency and it unsafe to meet in person.

In addition, Government Code section 54953 adds new procedures and clarifies the requirements for conducting remote (virtual) meetings, including the following:

- Public Comment Opportunities in Real Time – a legislative body that meets remotely pursuant to AB 361, must allow members of the public to access the meeting via a call-in option or an internet-based service option, and the agenda for the remote meeting must provide an opportunity for members of the public to directly address the body in real time. A legislative body cannot require public comments to be submitted in advance of the meeting.
- No Action During Disruptions – in the event of a disruption that prevents the local agency from broadcasting the remote meeting, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, AB 361 prohibits the legislative body from taking any further action on items appearing on the meeting agenda until public access is restored.
- Periodic Findings – Government Code § 54953(e)(B) requires the legislative body to hold a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risk to the health or safety of attendees.

The Governing Board must make these findings no later than 30 days after the first teleconferenced meeting is held after September 30, 2021, and must also make these findings every 30 days thereafter, in order to continue to allow teleconference accessibility for conducting public meetings (Government Code § 54953(e)(3).) AB 361 will sunset on January 1, 2024.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 684 Authorizing the Implementation of Teleconferencing Requirements during a Proclaimed State of Emergency Under Government Code Section 54953 (AB 361)
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Tri-City Mental Health Authority (TCMHA) has already implemented the above stated requirements for conducting public meetings and is in compliance with AB 361, thus there will be no change of the currently established procedures. Teleconference accessibility is available via call-in option or through via Zoom or RingCentral Webinars platform (internet-based service option) and both the telephone number and meeting link are listed on the published agenda for each meeting as well as on TCMHA's buildings and website.

The JPA Administrator/Clerk monitors public comment submitted via email correspondence (as published on the agenda); and designated staff monitors comment via teleconference throughout each public meeting and provides access for public comment opportunities in real time both verbally (via call-in or by using the 'raised hand' feature) and in writing (in the 'chat' and 'Q & A' options.)

Funding:

None required.

Recommendation:

Staff recommends that the Governing Board approve and adopt Resolution No. 684 finding and declaring that it is unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority's public meetings pursuant to Government Code § 54953.

Attachments:

Attachment 3-A: Resolution No. 684- DRAFT

RESOLUTION NO. 684

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO IMPLEMENT TELECONFERENCING REQUIREMENTS FOR CONDUCTING PUBLIC MEETINGS DURING A PROCLAIMED STATE OF EMERGENCY PURSUANT TO GOVERNMENT CODE SECTION 54953 (AB 361)

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“Authority” or “TCMHA”) wishes to continue using teleconferencing to conduct public meetings as allowed under Government Code § 54953, since a state of emergency as a result of the threat of COVID-19 still exists and continues to impact the ability of members of the Governing Board, Mental Health Commission, Tri-City staff, and public to meet safely in person.

B. The State of California and the Authority continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), California Occupational Safety and Health Administration (Cal/OSHA), and/or County of Los Angeles, as applicable, including facial coverings when required and social distancing.

C. The Authority will make these findings every 30 days in order to continue such teleconferencing pursuant to Government Code § 54953 (AB 361), which will sunset on January 1, 2024.

D. The Executive Director, or her designee, are authorized to continue utilizing teleconferencing accessibility to conduct public meetings, and implement teleconference requirements in compliance with AB 361 (Stats. 2021, ch. 165) and Government Code § 54953 (as amended), effective immediately.

2. Action

The Governing Board finds and declares that it is unsafe to meet in person during the proclaimed state of emergency as a result of the continued threat of COVID-19, and authorizes the Executive Director, or her designee, to continue utilizing teleconferencing accessibility to conduct the Authority’s public meetings pursuant to Government Code § 54953.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on December 21, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____

DRAFT



**4. APPROVAL OF THE MINUTES FROM THE NOVEMBER 16, 2022
GOVERNING BOARD REGULAR MEETING**

This Agenda Item will be distributed on Tuesday, December 20, 2022.



Tri-City Mental Health Authority
AGENDA REPORT

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Mica Olmos, JPA Administrator/Clerk

SUBJECT: Consideration of Resolution No. 685 Adopting Tri-City Mental Health Authority's 2023 Meeting Schedule

Summary:

The Joint Powers Agreement between the Cities of Claremont, La Verne, and Pomona, requires that the Governing Board provide the date, hour, and place of its regular meetings and it shall be fixed by resolution of the Governing Board. Also, it is convenient and useful to Tri-City's clients and partners, Governing Board, and staff to fix the dates of the Regular Meetings, and other significant meetings, of the Governing Board and the Mental Health Commission through the adoption of an annual schedule.

Background:

The Governing Board of Tri-City Mental Health Authority currently conducts its Regular Meetings, and its Joint Meetings with the Mental Health Commission, at 5:00 p.m. on the third Wednesday of the month, except during the month of August when meetings are not held, in the MHSA Office located at 2001 North Garey Avenue in Pomona, California. However, the Governing Board is authorized to hold its public meetings via teleconference pursuant to Assembly Bill No. 361 (AB 361), codified under Government Code § 54953, which waived certain provisions of the Brown Act in order to allow local agencies to continue to meet using teleconferencing without complying with the regular teleconferencing requirements. AB 361 will sunset on January 1, 2024. The Governing Board will continue to hold its public meetings via teleconference until further notice.

Funding:

None required.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 685 establishing the dates, time, and place where the Governing Board and the Mental Health Commission Meetings are held.

Attachment:

Attachment 5-A: Resolution No. 685, Adopting the 2023 GB & MHC Meeting Schedule

RESOLUTION NO. 685

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING ITS 2023 MEETING SCHEDULE

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”), conducts its Regular Meetings, and its Joint Meetings with the Mental Health Commission, at 5:00 p.m. on the third Wednesday of the month, in the MHSA Office located at 2001 North Garey Avenue in Pomona, California.

B. To mitigate the spread of Coronavirus (COVID-19), on September 16, 2021 the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361), codified under Government Code § 54953, waiving certain provisions of the Brown Act in order to allow local agencies to meet using teleconferencing without complying with the regular teleconferencing requirements of the Brown Act when a legislative body holds a meeting during a proclaimed state of emergency and it unsafe to meet in person. AB 361 will sunset on January 1, 2024.

C. The Joint Powers Agreement between the Cities of Claremont, La Verne, and Pomona, requires that the Governing Board provide the date, hour, and place of its regular meetings and shall be fixed by resolution of the Governing Board.

D. It is convenient and useful to TCMHA’s clients and partners, Governing Board, and staff to fix the dates of the Regular Meetings of the Governing Board and the Mental Health Commission, and of other significant meetings, through the adoption of an annual schedule.

2. Action

The Governing Board adopts the 2023 Meeting Schedule attached herein as “Exhibit A”.

[Continued on Page 2.]

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 21, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

DRAFT

EXHIBIT A



2023 MEETING SCHEDULE

Effective January 1, 2023

	Governing Board		Mental Health Commission	
January	18	5:00 p.m.	10	3:30 p.m.
February	15	5:00 p.m.	14	3:30 p.m.
March	15	5:00 p.m.	14	3:30 p.m.
April	19	5:00 p.m.	11	3:30 p.m.
May	17*	5:00 p.m.	17*	5:00 p.m.
June	21	5:00 p.m.	13	3:30 p.m.
July	19	5:00 p.m.	11	3:30 p.m.
August	DARK		DARK	
September	20	5:00 p.m.	12	3:30 p.m.
October	18	5:00 p.m.	10	3:30 p.m.
November	15	5:00 p.m.	14	3:30 p.m.
December	20*	5:00 p.m.	20*	5:00 p.m.

Regular Meeting Location – Governing Board

(Held the 3rd Wednesday of the Month)

MHSA Office, 2001 N. Garey Avenue, Pomona, CA 91767

Regular Meeting Location – Mental Health Commission

(Held the 2nd Tuesday of the Month; except in May* & December*)

MHSA Office, 2001 N. Garey Avenue, Pomona, CA 91767

***Joint Meetings of Tri-City Governing Board and Mental Health Commission**

(Held the 3rd Wednesday during the months of May and December)

MHSA Office, 2001 N. Garey Avenue, Pomona, CA 91767



Tri-City Mental Health Authority
AGENDA REPORT

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Mica Olmos, JPA Administrator/Clerk

SUBJECT: Approval to Re-Appoint Anne Henderson as Member to the Tri-City Mental Health Commission

Summary:

City of Pomona resident Anne Henderson became a member of the Tri-City Mental Health Commission in December 21, 2016; her membership was renewed for a second term in December 2019, which will expire at the end of December 2022. Ms. Henderson continues to be an active participant in the Mental Health Commission; has submitted a new application; and would like to continue her membership of the Mental Health Commission.

Background:

Article IV Section E., Term of Office of the Mental Health Commission Bylaws, states that appointments to the Tri-City Mental Health Commission shall be made for a term of three-years providing that during that period, appointees retain the status which qualified them for appointment and fulfill the responsibilities of Commission membership. Members may be re-appointed to additional three-year terms by action of the Governing Board. Ms. Henderson has maintained her qualifying status.

Fiscal Impact

None.

Recommendation:

Staff recommends that the Governing Board consider the reappointment of Anne Henderson as member to the Mental Health Commission for a three-year term expiring on December 2025.

Attachments:

Attachment 6-A: Anne Henderson's Application for Membership to the Mental Health Commission



**Mental Health Commission
APPLICATION FOR MEMBERSHIP**

Date of Application: 12/15/2022

Name: Anne Henderson Are you over the Age of 18 : yes

Street Address: [REDACTED] City: Pomona Zip Code: 91768

Residence Telephone: [REDACTED] Cell Phone: [REDACTED]

Business Address: N/A City: _____ Zip Code: _____

E-mail Address: [REDACTED] Bus. Telephone: N/A

Approximate length of time you have resided *or* worked within Tri-City Catchment Area: (Claremont, La Verne, Pomona)

Residence: 45 years Work: _____ years

Previous Work Experience (past 7 years):

<u>Employer:</u>	<u>Occupation:</u>	<u>Dates: From - To</u>
Retired		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Languages spoken: English

How did you hear about Tri-City's Mental Health Commission?
From Friends and at Stakeholder meetings

Please list Group or Organization Memberships, purpose of the group and dates of involvement:

<u>Group/Organization:</u>	<u>Purpose:</u>	<u>Dates: From - To:</u>
Pomona Host Lions	Community Service	2010 to Present
Daughters of the King	Lay Order for Religious service	2008 to Present
_____	_____	_____
_____	_____	_____
_____	_____	_____

How have you been involved in your community? List organization names, purpose and dates of service.

<u>Organization:</u>	<u>Purpose:</u>	<u>Dates: From - To:</u>
Pomona's Promise	Safe Neighborhoods, Strong Families, Healthy Quality of Life	2014 to Present
Pomona Youth and family Master Plan	Public Safety, Academic Achievement, Improved Health	2006 to 2014
Partnership for Positive Pomona, P3	Drug Free Communities Coalition	2011 to Present
TriCity Mental Health Commission	Advisory group to TriCity Governing Board	2017 to 2022
_____	_____	_____
_____	_____	_____

Please list any special interests or involvement which might be helpful to you as a Tri-City Mental Health Commission Member:

My involvement in Pomona's Promise and especially the Health Access group keep me aware of things that are happening in Pomona and needs that come up in the community that should be brought to the Commission. I am interested in the innovations we have been trying.

Please describe briefly the reasons for your interest in serving on the Tri-City Mental Health Commission:

In the past the community was not aware of all of the work TriCity accomplishes and I try to be a knowledgeable spokesperson about TriCity and its programs. I have enjoyed serving and believe I still can make a difference for the Authority and our clients.

WIC 5604.d provides that members of the Mental Health Commission must be free of any conflict of interest. The content of the questions below is based on the standards established by the legislation.

Are you or your spouse an employee of the State or County Mental Health System or an affiliated contract agency? Yes No

If your answer is Yes; where you or your spouse a consumer of mental health services before becoming an employee of the State or County Mental Health System or an affiliated contract agency? Yes No

Service on the Mental Health Commission requires attendance at one mid-day monthly meeting that lasts approximately two hours and at infrequent special purpose meetings.

Does your personal schedule allow you to set aside a minimum of two hours each month for Mental Health Commission Meetings? Yes No

State law provides that a significant portion of the Commission must be comprised of mental health service consumers or immediate family members of persons receiving mental health services.

I qualify as a recipient of mental health services.

I qualify as an immediate family member of a recipient of mental health services.

Additional comments or information you would like to add: _____

I certify that all statements in this application are true and complete to the best of my knowledge. I authorize Tri-City to make inquiries to determine my suitability for membership on the Mental Health Commission. I understand that any misrepresentation made may be grounds for rejection of this application or dismissal from the Commission.

Anne Henderson

(Signature)

Please attach any additional documentation or information that you deem to be relevant to your application.

RETURN YOUR SIGNED APPLICATION TO: JPA Administrator/Clerk
Tri-City Mental Health Center
1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788



Tri-City Mental Health Authority
AGENDA REPORT

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Darold Pieper, General Counsel

SUBJECT: Consideration of Resolution No. 686 Ratifying and Approving an Engagement Agreement with Liebert Cassidy Whitmore for Litigation in an Amount Not To Exceed \$75,000

Summary:

It is requested that the Governing Board ratify the litigation expenses incurred to date and establish a new budget for the Litigation by adopting Resolution No. 686.

Background:

Liebert Cassidy Whitmore ("Firm") has an agreement dated February 15, 2020, setting forth the Firm's hourly rates for its attorneys, paralegals and trial support specialists for labor law and personnel matters.

Patricia Kears has filed a lawsuit against TCMHA in the Superior Court, Count of Los Angeles, Case No. 21PSCV00953 ("Litigation").

Firm has represented TCMHA in the Litigation pursuant to the Agreement and a case-specific engagement letter dated January 5, 2022, and approved by the Interim Executive Director ("Engagement"). Expenses in the Litigation now exceed the budgetary authority of the Executive Director and action by the Governing Board is necessary to continue to defend the Litigation.

Fiscal Impact:

Litigation expenses are funded from a combination of Realignment and MHSAs based on the standard allocation of the costs specifically associated with the employee.

Recommendation:

It is recommended that the Governing Board adopt Resolution No. 686 ratifying all expenses incurred, and paid to date, under the Engagement and establishes a maximum budget for the Engagement of \$75,000.

Attachments

Attachment 7-A: Resolution No. 686 - DRAFT

RESOLUTION NO. 686

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY RATIFYING AND APPROVING AN ENGAGEMENT AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR LITIGATION IN AN AMOUNT NOT TO EXCEED \$75,000

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) has an agreement dated February 15, 2020 (“Agreement”) with Liebert Cassidy Whitmore (“Firm”) setting forth the Firm’s hourly rates for its attorneys, paralegals and trial support specialists.

B. Patricia Kears has filed a lawsuit against TCMHA in the Superior Court, Count of Los Angeles, Case No. 21PSCV00953 (“Litigation”).

C. Firm has represented TCMHA in the Litigation pursuant to the Agreement and a case-specific engagement letter dated January 5, 2022, and approved by the Interim Executive Director (“Engagement”).

D. Expenses in the Litigation now exceed the budgetary authority of the Executive Director, and the Governing Board desires to ratify the expenses incurred to date and establish a new budget for the Engagement.

2. Action

The Governing Board ratifies all expenses incurred, and paid to date, under the Engagement and establishes a maximum budget for the Engagement of \$75,000.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 21, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____

DRAFT



Tri-City Mental Health Authority
AGENDA REPORT

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Kitha Torregano, Human Resources Manager

SUBJECT: Consideration of Resolution No. 687 Adopting Revised Classification and Salary Schedule to Comply with the New State Minimum Wage Requirements Effective January 1, 2023

Summary:

Effective January 1, 2023 the State minimum wage requirement will increase to \$15.50 an hour for all employers regardless of size. This increase will also affect the salaries of exempt employees due to the requirement that exempt employees earn no less than two times the state's minimum wage for full-time work. This means that, beginning January 1, 2023, exempt employees in California must earn an annual salary of no less than \$64,480. To comply with the upcoming minimum wage requirement, staff has revised the Tri-City Mental Health Authority (TCMHA) Equity Adjustment Classification and Salary Schedule which became effective on March 7, 2022 and is applicable to all positions except for Clinical Therapist I/II, Clinical Supervisor I/II and Accounting Technician.

Background:

The State minimum wage requirement will increase to \$15.50 an hour for non-exempt workers and \$64,480 annually for exempt workers effective January 1, 2023. Therefore, staff is requesting only to revise the above-mentioned Classification and Salary Schedule which became effective on March 7, 2022 current Exempt, S2 Pay Grade by replacing the base minimum annual rate of \$55,040.01 with the new minimum annual rate of 64,480 (from Pay Grade S2 Salary Range of \$55,040.01 - \$82,559.43) to comply with the State minimum wage requirement. No change in maximum salary cap.

Fiscal Impact:

The fiscal impact will result in a change to budget of \$31,083.00 for the ten employees impacted by this minimum wage in increase.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 687 establishing a revised Tri-City Mental Health Authority Equity Adjustment Classification and Salary

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 687 Adopting Revised Classification and Salary Schedule
to Comply with the New State Minimum Wage Requirements Effective January 1, 2023
December 21, 2022
Page 2

Schedule effective January 1, 2023 to comply with California's new minimum wage requirements.

Attachments

Attachment 8-A: Resolution No. 687 - DRAFT

RESOLUTION NO. 687

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADOPTING THE AUTHORITY'S REVISED SALARY SCHEDULE EFFECTIVE JANUARY 1, 2023 TO COMPLY WITH NEW STATE MINIMUM WAGE REQUIREMENTS

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority ("Authority" or "TCMHA") desires to revise its Salary Schedule to comply with State minimum wage requirements beginning on January 1, 2023.

B. The base Minimum Annual Rate of \$55,040.01 of current exempt, S2 Pay Grade (Salary Range of \$55,040.01-\$82,559.43) will be replaced with the new minimum annual rate of \$64,480 to comply with the State minimum wage requirement. There will be no change in maximum salary cap.

2. Action

The Governing Board approves and establishes the Authority's revised Classification and Salary Schedule effective January 1, 2023 to comply with the new State Minimum Wage requirements, as shown in 'Exhibit A' attached herein.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 21, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____



**TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE January 1, 2023**

EXHIBIT A

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range				
				Minimum	25th%	Mid	75th%	Maximum
Housing Wellness Advocate I Master of Social Work (MSW) Intern Wellness Advocate I	Non-Exempt	N1	Annual Monthly Hourly	\$ 32,760.00 \$ 2,730.00 \$ 15.7500	\$ 34,017.98 \$ 2,834.83 \$ 16.3548	\$ 35,275.97 \$ 2,939.66 \$ 16.9596	\$ 36,533.95 \$ 3,044.50 \$ 17.5644	\$ 37,791.94 \$ 3,149.33 \$ 18.1692
Clinical Wellness Advocate I Housing Wellness Advocate II Medical Assistant Program Support Assistant I Wellness Advocate II	Non-Exempt	N2	Annual Monthly Hourly	\$ 34,646.96 \$ 2,887.25 \$ 16.6572	\$ 37,245.68 \$ 3,103.81 \$ 17.9066	\$ 39,844.41 \$ 3,320.37 \$ 19.1560	\$ 42,443.13 \$ 3,536.93 \$ 20.4054	\$ 45,041.85 \$ 3,753.49 \$ 21.6547
Clinical Wellness Advocate II Community Garden Farmer Community Navigator I Facilities Maintenance Technician I Housing Wellness Advocate III Program Support Assistant II Wellness Advocate III	Non-Exempt	N3	Annual Monthly Hourly	\$ 38,112.69 \$ 3,176.06 \$ 18.3234	\$ 40,970.91 \$ 3,414.24 \$ 19.6976	\$ 43,829.14 \$ 3,652.43 \$ 21.0717	\$ 46,687.36 \$ 3,890.61 \$ 22.4458	\$ 49,545.58 \$ 4,128.80 \$ 23.8200
Clinical Wellness Advocate III Community Navigator II Human Resources Assistant Mental Health Worker Program Support Assistant III	Non-Exempt	N4	Annual Monthly Hourly	\$ 41,923.27 \$ 3,493.61 \$ 20.1554	\$ 45,067.52 \$ 3,755.63 \$ 21.6671	\$ 48,211.76 \$ 4,017.65 \$ 23.1787	\$ 51,356.01 \$ 4,279.67 \$ 24.6904	\$ 54,500.25 \$ 4,541.69 \$ 26.2020
Facilities Maintenance Technician II Program Support Assistant IV Psychiatric Technician I Residential Services Coordinator	Non-Exempt	N5	Annual Monthly Hourly	\$ 46,115.60 \$ 3,842.97 \$ 22.1710	\$ 49,574.41 \$ 4,131.20 \$ 23.8339	\$ 53,033.22 \$ 4,419.44 \$ 25.4967	\$ 56,492.04 \$ 4,707.67 \$ 27.1596	\$ 59,950.85 \$ 4,995.90 \$ 28.8225
Human Resources Technician Psychiatric Technician II Mental Health Specialist	Non-Exempt	N6	Annual Monthly Hourly	\$ 50,727.73 \$ 4,227.31 \$ 24.3883	\$ 54,532.26 \$ 4,544.35 \$ 26.2174	\$ 58,336.78 \$ 4,861.40 \$ 28.0465	\$ 62,141.30 \$ 5,178.44 \$ 29.8756	\$ 65,945.82 \$ 5,495.49 \$ 31.7047
Administrative Assistant Facilities Maintenance Technician, Senior Senior Mental Health Specialist Information Technology Specialist I Psychiatric Technician III	Non-Exempt	N7	Annual Monthly Hourly	\$ 55,800.05 \$ 4,650.00 \$ 26.8269	\$ 59,985.16 \$ 4,998.76 \$ 28.8390	\$ 64,170.28 \$ 5,347.52 \$ 30.8511	\$ 68,355.40 \$ 5,696.28 \$ 32.8632	\$ 72,540.52 \$ 6,045.04 \$ 34.8752
Mental Health Specialist Coordinator	Non-Exempt	N8	Annual Monthly Hourly	\$ 61,379.82 \$ 5,114.98 \$ 29.5095	\$ 65,983.31 \$ 5,498.61 \$ 31.7227	\$ 70,586.79 \$ 5,882.23 \$ 33.9360	\$ 75,190.28 \$ 6,265.86 \$ 36.1492	\$ 79,793.76 \$ 6,649.48 \$ 38.3624
Information Technology Specialist II	Non-Exempt	N9	Annual Monthly Hourly	\$ 67,517.77 \$ 5,626.48 \$ 32.4605	\$ 72,581.66 \$ 6,048.47 \$ 34.8950	\$ 77,645.56 \$ 6,470.46 \$ 37.3296	\$ 82,709.23 \$ 6,892.44 \$ 39.7641	\$ 87,773.12 \$ 7,314.43 \$ 42.1986
	Non-Exempt	N10	Annual Monthly Hourly	\$ 74,269.48 \$ 6,189.12 \$ 35.7065	\$ 80,937.05 \$ 6,744.75 \$ 38.9120	\$ 87,604.41 \$ 7,300.37 \$ 42.1175	\$ 94,271.76 \$ 7,855.98 \$ 45.3230	\$ 100,939.11 \$ 8,411.59 \$ 48.5284
Accountant Certified Substance Abuse Counselor Communications Coordinator Field Capable CSW I Program Support Supervisor	Exempt	S2	Annual Monthly Hourly	\$ 64,480.00 \$ 5,373.33 \$ 31.0000	\$ 68,999.84 \$ 5,749.99 \$ 33.1730	\$ 73,519.68 \$ 6,126.64 \$ 35.3460	\$ 78,039.52 \$ 6,503.29 \$ 37.5190	\$ 82,559.43 \$ 6,879.95 \$ 39.6920
Accountant, Senior Clinical Therapist I Community Capacity Organizer Community Mental Health Trainer Field Capable CSW II Housing Supervisor Human Resources Analyst Medication Support Services Supervisor MHSA Wellbeing Specialist Nurse Practitioner I Program Analyst I Compliance Administrator Diversity & Inclusion Coordinator Quality Improvement Specialist I	Exempt	S3	Annual Monthly Hourly	\$ 66,414.40 \$ 5,534.53 \$ 31.9300	\$ 73,625.97 \$ 6,135.50 \$ 35.3971	\$ 80,837.74 \$ 6,736.48 \$ 38.8643	\$ 88,049.31 \$ 7,337.44 \$ 42.3314	\$ 95,260.88 \$ 7,938.41 \$ 45.7985
Clinical Therapist II Employment Outreach Supervisor Facilities Coordinator MHSA Program Coordinator MHSA Well Being Supervisor Program Analyst II	Exempt	S4	Annual Monthly Hourly	\$ 66,980.35 \$ 5,581.70 \$ 32.2021	\$ 77,027.23 \$ 6,418.94 \$ 37.0323	\$ 87,074.11 \$ 7,256.18 \$ 41.8626	\$ 97,120.99 \$ 8,093.42 \$ 46.6928	\$ 107,167.87 \$ 8,930.66 \$ 51.5230



TRI-CITY MENTAL HEALTH AUTHORITY
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE January 1, 2023

Job Title	Job Classification	Pay Grade	Salary Rate	Salary Range					
				Minimum	25th%	Mid	75th%	Maximum	
Psychologist I Quality Improvement Specialist II Supplemental Crisis Services Clinician									
Clinical Supervisor I Facilities Manager MHSA Program Supervisor Nurse Practitioner II Program Supervisor I Program Analyst III Psychologist II Senior Human Resources Analyst Information Technology Service Desk and Project Supervisor Support Systems Manager WET Supervisor	Exempt	S5	Annual Monthly Hourly	\$ 75,352.32 \$ 6,279.36 \$ 36.2271	\$ 86,655.17 \$ 7,221.26 \$ 41.6611	\$ 97,958.02 \$ 8,163.17 \$ 47.0952	\$ 109,260.86 \$ 9,105.07 \$ 52.5293	\$ 120,563.71 \$ 10,046.98 \$ 57.9633	
Accounting Manager Clinical Supervisor II Crisis Intervention and Medication Support Manager Housing Manager Joint Powers Authority (JPA) Administrator/Clerk Mental Health Services Act (MHSA) Projects Manager Occupational Therapist Program and Outcomes Analyst Supervisor Program Supervisor II Information Technology System Administrator and Security Officer Quality Improvement Supervisor Revenue/Billing Manager Wellness Advocate Manager Wellness Center Manager	Exempt	S6	Annual Monthly Hourly	\$ 86,656.03 \$ 7,221.34 \$ 41.6616	\$ 99,654.26 \$ 8,304.52 \$ 47.9107	\$ 112,652.50 \$ 9,387.71 \$ 54.1599	\$ 125,650.73 \$ 10,470.89 \$ 60.4090	\$ 138,648.96 \$ 11,554.08 \$ 66.6582	
Clinical Program Manager Controller Human Resources Manager	Exempt	S7	Annual Monthly Hourly	\$ 97,486.88 \$ 8,123.91 \$ 46.8687	\$ 112,110.15 \$ 9,342.51 \$ 53.8991	\$ 126,733.41 \$ 10,561.12 \$ 60.9295	\$ 141,356.67 \$ 11,779.72 \$ 67.9599	\$ 155,979.94 \$ 12,998.33 \$ 74.9904	
Manager of Best Practices	Exempt	S8	Annual Monthly Hourly	\$ 107,235.92 \$ 8,936.33 \$ 51.5557	\$ 123,321.31 \$ 10,276.78 \$ 59.2891	\$ 139,406.69 \$ 11,617.22 \$ 67.0224	\$ 155,492.08 \$ 12,957.67 \$ 74.7558	\$ 171,577.47 \$ 14,298.12 \$ 82.4892	
Chief Compliance Officer Director of MHSA and Ethnic Services Chief Information Officer	At-Will	S9	Annual Monthly Hourly	\$ 118,082.92 \$ 9,840.24 \$ 56.7706	\$ 135,795.35 \$ 11,316.28 \$ 65.2862	\$ 153,507.79 \$ 12,792.32 \$ 73.8018	\$ 171,220.23 \$ 14,268.35 \$ 82.3174	\$ 188,932.66 \$ 15,744.39 \$ 90.8330	
Chief Clinical Officer Chief Financial Officer Chief Operations Officer/HIPAA Privacy Officer	At-Will	S10	Annual Monthly Hourly	\$ 135,795.64 \$ 11,316.30 \$ 65.2864	\$ 156,165.04 \$ 13,013.75 \$ 75.0793	\$ 176,534.45 \$ 14,711.20 \$ 84.8723	\$ 196,903.85 \$ 16,408.65 \$ 94.6653	\$ 217,273.26 \$ 18,106.10 \$ 104.4583	
Psychiatrist I	Exempt	S11	Annual Monthly Hourly	\$ 169,744.84 \$ 14,145.40 \$ 81.6081	\$ 200,638.35 \$ 16,719.86 \$ 96.4607	\$ 231,531.87 \$ 19,294.32 \$ 111.3134	\$ 262,425.38 \$ 21,868.78 \$ 126.1660	\$ 293,318.89 \$ 24,443.24 \$ 141.0187	
Psychiatrist II	Exempt	S12	Annual Monthly Hourly	\$ 182,475.21 \$ 15,206.27 \$ 87.7285	\$ 217,262.45 \$ 18,105.20 \$ 104.4531	\$ 252,049.69 \$ 21,004.14 \$ 121.1777	\$ 286,836.92 \$ 23,903.08 \$ 137.9024	\$ 321,624.16 \$ 26,802.01 \$ 154.6270	
Psychiatrist III	Exempt	S13	Annual Monthly Hourly	\$ 221,116.61 \$ 18,426.38 \$ 106.3061	\$ 254,284.10 \$ 21,190.34 \$ 122.2520	\$ 287,451.59 \$ 23,954.30 \$ 138.1979	\$ 320,619.09 \$ 26,718.26 \$ 154.1438	\$ 353,786.58 \$ 29,482.21 \$ 170.0897	
Executive Director Medical Director	Contract At-Will	S14	Annual Monthly Hourly	\$ 243,895.69 \$ 20,324.64 \$ 117.2575	\$ 277,431.35 \$ 23,119.28 \$ 133.3805	\$ 310,967.01 \$ 25,913.92 \$ 149.5034	\$ 344,502.67 \$ 28,708.56 \$ 165.6263	\$ 378,038.33 \$ 31,503.19 \$ 181.7492	



Tri-City Mental Health Authority
AGENDA REPORT

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Liz Renteria, LCSW, Chief Clinical Officer

SUBJECT: Consideration of Resolution No. 688 Authorizing the Executive Director to Execute a Second Amendment to the Agreement with the City of Pomona for the Authority's Use of the City's 'Hope for Home' Year-Round Emergency Shelter Facility

Summary

In December 2018, Pomona opened its Year-Round Shelter and in July 2018 Tri-City Mental Health Authority (TCMHA) entered into an agreement with the City of Pomona to secure 28 beds in the facility at a discounted rate of \$35/day/bed annually for a total of \$357,700. The term of the original agreement was for 10 months. In October of 2019 through the first amendment, TCMHA amended the agreement for 31 beds and a total of \$396,025. TCMHA wishes to extend the Agreement that began on December 1, 2018, and concluded on June 30, 2022, for an additional three years beginning on July 1, 2022, through June 30, 2025, at 31 beds and a total of \$396,025. The Shelter has a finite length of stay per its funding requirements, thus TCMHA clients will stay at the Shelter an average of 3-4 months. Thus, 31 beds will serve approximately 110 TCMHA clients per year.

Continuing to secure the reservation of these beds at the year-round shelter will guarantee that individual TCMHA clients who are homeless will get prompt access to a safe and healthy living environment that is focused on stability, recovery and ultimately moving clients out of homelessness permanently.

Background

TCMHA operates under the "housing first" philosophy and, historically, at the start of FSP treatment services places homeless individual adult clients, aged 18+, in local motels, sober living homes, and at the County Winter Shelter(which has been year-round for almost 2 years) when there is available space. Placing individual persons who are early on in treatment in motels and sober living homes presents various challenges and in general is not conducive for many in helping them to achieve stability to engage in on-going treatment services most effectively. While the County shelter is the preferred choice under many circumstances, its beds are filled on a 'first come, first serve' basis creating limited access for TCMHA clients at times.

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 688 Authorizing the Executive Director to Execute a
Second Amendment to the Agreement with the City of Pomona for the Authority's Use of
the City's 'Hope for Home' Year-Round Emergency Shelter Facility
December 21, 2022
Page 2

Since its inception, MHSA legislation allows for the use of funds to provide housing assistance to persons enrolled in FSP programs.

Annually, Tri-City Mental Health Authority (TCMHA) expends approximately \$500,000 in MHSA Full-Service Partnership (FSP) funds to provide housing assistance to individuals, couples and families who are enrolled in its four FSP programs. Statewide these funds are referred to as "Flex Funds". In 2018, the Legislature enacted Assembly Bill 727 which amended MHSA to allow counties to now use MHSA funds to also provide housing assistance to persons enrolled in other than FSP programs. On June 20, 2018, the Governing Board adopted the TCMH MHSA Annual Update and approved to allocate \$75,000 annually for this purpose. The Supplemental Crisis and Intensive Outreach and Engagement programs as well as the Wellness Center are non-FSP MHSA programs in the Tri-City Mental Health Authority system of care.

Funding

Funding for Hope for Home beds will be from the FSP programs and the non-FSP MHSA housing assistance funds as allowed under AB 727.

Recommendation

Staff recommends that the Governing Board approve and adopt Resolution No. 688 authorizing the Executive Director to execute the Second Amendment to the Agreement with the City of Pomona to reserve and pay the sum of \$396,025 for the Authority's exclusive use of 31 beds in the City's Year-Round Emergency Shelter additional three years beginning on July 1, 2022, through June 30, 2025.

Attachments

Attachment 5-A: Resolution No. 688 - DRAFT

Attachment 5-B: Second Amendment City of Pomona and TCMHA Homeless Shelter Use Agreement - DRAFT

RESOLUTION NO. 688

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH THE CITY OF POMONA FOR THE AUTHORITY'S USE OF THE CITY'S 'HOPE FOR HOME' YEAR-ROUND EMERGENCY SHELTER FACILITY

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") entered into an Agreement with the City of Pomona effective December 1, 2018, ("Agreement") for Tri-City's financial participation in the City's Hope For Home year-round emergency shelter and homeless service center ("Facility") for the purpose of reserving access to shelter beds for Tri-City's Mental Health Service Act clients and for Tri-City to have access to programming space.

B. On October 16, 2019, the Governing Board adopted Resolution No. 501 approving the First Amendment to the Agreement to change the term of the Agreement through June 30, 2022; and increase to 31 the number of shelter beds reserved for the exclusive use of Tri-City.

C. The Authority desires to execute a Second Amendment to the Agreement to extend the term of the Agreement for an additional three years; request a quarterly report of the usage of the number of shelter beds reserved for the exclusive use of Tri-City; and update the contact information of the Parties.

D. The Authority has MHSA funds to be exclusively used for the housing needs of its MHSA clients that are homeless and the City has the availability of beds in its Facility to accommodate the agreed upon number of beds in exchange for Tri-City's financial participation.

E. The Authority has agreed to pay for its exclusive use of 31 beds in the Facility at the rate of \$35/day for the total sum of \$396,025 annually for the Term of the Agreement.

2. Action

The Authority's Executive Director is authorized to enter into, and execute the Second Amendment to the Agreement for the Authority's exclusive use of 31 shelter beds in the City of Pomona's Hope For Home Year-Round Emergency Shelter Facility and pay the sum of \$396,025 annually beginning on July 1, 2022 through June 30, 2025.

[Continues on Page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 21, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____



SECOND AMENDMENT

to

**AGREEMENT
FOR USE OF THE CITY OF POMONA'S
HOPE FOR HOME YEAR-ROUND EMERGENCY
SHELTER**

by and between

THE CITY OF POMONA

and

TRI-CITY MENTAL HEALTH AUTHORITY

dated

July 1, 2022

ATTACHMENT 9-B

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DRAFT

SECOND AMENDMENT
AGREEMENT
BY AND BETWEEN THE CITY OF POMONA
AND TRI-CITY MENTAL HEALTH AUTHORITY
FOR USE OF THE CITY'S
HOPE FOR HOME YEAR-ROUND EMERGENCY SHELTER

1. PARTIES AND DATE

This Second Amendment (“Second Amendment”) is made and entered into as of December 21, 2022 (“Second Amendment Date”), by and between **Tri-City Mental Health Authority**, a California joint powers authority (“Tri-City”) and the **City of Pomona** (the “City”). Tri-City and City are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. RECITALS

2.1. The City and Tri-City entered into an Agreement effective December 1, 2018, (“Agreement”) for Tri-City’s financial participation in the City’s Hope For Home year-round emergency shelter and homeless service center (“Facility”) for the purpose of reserving access to shelter beds for Tri-City’s Mental Health Service Act (MHSA) clients and for Tri-City to have access to programming space at the Facility.

2.2. On July 1, 2019, the Parties executed the First Amendment to change the term of the Agreement and increase the number of shelter beds reserved for the exclusive use of Tri-City.

2.3. The Parties desire to amend the Agreement to extend the term of the Agreement for an additional three years; request a quarterly report of the usage of the number of shelter beds reserved for the exclusive use of Tri-City; and update the contact information of the Parties.

2.4. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Second Amendment.

3. AMENDMENT

Article 1 (Term of Agreement), Article 2(a), Article 3(a), and Article 5(a) are amended to read as follows:

“1. TERM OF AGREEMENT. The initial term of this Agreement that began on December 1, 2018 and concluded on June 30, 2022, is extended an additional three years beginning on July 1, 2022 through June 30, 2025 (“Term”), and be reconsidered by the Parties thereafter upon expiration.

[Continued on page 2.]

ATTACHMENT 9-B

2. TRI-CITY SHALL:

- a. Reserve and pay for its exclusive use of 31 beds in the Crisis Housing Building of the Facility, beginning July 1, 2022 for the Sum of \$396,025 annually for a period of three years through June 30, 2025, for the Total Sum of \$1,188,075. Payment in the Sum of \$396,025 shall be made to the City annually by January 15th of each year. The Parties agree that the City will provide 31 beds and partitions/storage units for the 31 beds (furniture fixtures). Such furniture fixtures become the property of the City for use at the Facility and shall be reserved for use by Tri-City for the duration of the Term of this Agreement.

3. THE CITY OF POMONA SHALL:

- a. Reserve 31 beds in the Crisis Housing Building of the Facility for Tri-City’s exclusive use for the Term of this Agreement. In the event that any quantity of the 31 reserved beds are unavailable for use by a Tri-City referred client, City shall provide a credit at the rate of \$35/day for those days times the number of beds that are unavailable for such days. Such credit shall be applied against the next payment of the Total Sum under this agreement, or as a refund at the end of the agreement Term. Accordingly, the City will provide Tri-City a quarterly report about the usage of the 31 beds reserved for the exclusive use of Tri-City, including the number of days during which were unavailable for use.

5. NOTICE AND CONTACT INFORMATION.

- a. The representatives of the Parties who are primarily responsible for the administration of this AGREEMENT, (including assuring compliance with the rules for use of the Facilities), and to whom formal notice, demands and communications shall be given, are as follows:

<p>To City: James Makshanoff, City Manager City of Pomona 505 South Garey Avenue Pomona, CA 91769 (909) 620-3773</p>	<p>To Tri-City: Rimmi Hundal, Executive Director Tri-City Mental Health Authority 1717 N. Indian Hill Blvd, #B Claremont, CA 91711 (909) 623-6131</p>
--	---

4. REAFFIRMATION OF OTHER TERMS

Except as modified or changed herein, all of the terms and provisions of the Agreement shall remain in full force and effect.

[Signature follows on page 3.]

5. EXECUTION

The Parties have executed this Agreement as of the Second Amendment Date.

CITY OF POMONA

TRI-CITY MENTAL HEALTH AUTHORITY

By: _____
James Makshanoff, City Manager

By: _____
Rimmi Hundal, Executive Director

Attest:

Attest:

By: _____
Rosalia A. Butler, City Clerk

By: _____
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form and Content:

Approved as to Form and Content:

By: _____
Sonia Carvalho, City Attorney

By: _____
Darold D. Pieper, General Counsel



**Tri-City Mental Health Authority
AGENDA REPORT**

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

SUBJECT: Consideration of Resolution No. 689 Authorizing the Executive Director to Execute a Second Amendment to the Disposition and Development Agreement with Restore Neighborhoods, LA, Inc. for the Claremont Gardens Senior Housing Project at 956 W Baseline Road in Claremont, California

Summary:

Staff seeks Governing Board approval of a Second Amendment to the Disposition and Development Agreement (DDA) with Restore Neighborhoods LA, Inc. (RNLA) to extend the escrow closing deadline for the Claremont Gardens senior housing project, required by other lenders for the project described in the Agreement.

Background:

On February 19, 2020, TCMHA Governing Board adopted Resolution No. 520 designating its No Place Like Home (NPLH) Non-Competitive Allocation Funds in the amount of \$1,140,736 to develop a 15-unit construction/rehabilitation combined affordable housing and permanent supportive senior housing project, known as Claremont Gardens, in partnership with the City of Claremont, Genesis LA Economic Growth Corporation, and Restore Neighborhoods, LA, Inc. (RNLA); and on February 17, 2021 the Governing Board adopted Resolution No. 574 authorizing the Executive Director to enter into, and execute, a Disposition and Development Agreement with RNLA for the development, financing, and operation of the Claremont Gardens at TCMHA's property located at 956 W Baseline Road in Claremont, California. The DDA specified a closing date of, on or before June 30, 2021.

However, the California Department for Housing and Community Development (CDHDC) did not award TCMHA' NPLH non-competitive funds, until August 29, 2022; and on September 21, 2022, the Governing Board adopted Resolution No. 671 authorizing the acceptance of the Authority's non-competitive allocation award in the amount of \$1,140,000 under the NPLH program (Round 4) for the Claremont Gardens Project.

Accordingly, TCMHA and RNLA mended the DDA on October 19, 2022, in order to extend the closing deadline to December 31, 2022; and approve a "Subordination and Intercreditor Agreement" required by other lenders for the project described in the Agreement.

AGENDA ITEM NO. 10

Governing Board of Tri-City Mental Health Authority
Consideration of Resolution No. 689 Authorizing the Executive Director to Execute a
Second Amendment to the Disposition and Development Agreement with Restore
Neighborhoods, LA, Inc. for the Claremont Gardens Senior Housing Project at 956 W
Baseline Road in Claremont, California
December 21, 2022
Page 2

Unfortunately, there have been some delays and the Baseline Road Senior Affordable Housing Project is anticipated it will close escrow in the first quarter of 2023. There have been delays in closing escrow due to RNLA obtaining final prevailing-wage pricing for small subcontractors and finalizing multiple performance bonds for the project. There are also some delays related to RNLA producing the final documents for the funding from the County of Los Angeles. All of the processes necessary to finalize project documents are well underway and should complete in late December or mid-January thereby allowing the project to close financing in late January.

Therefore, staff is seeking authorization to execute a Second Amendment to the Disposition and Development Agreement, in order to extend the escrow closing deadline to March 31, 2023.

Fiscal Impact:

The Amendment re-establishes TCMHA commitment to transfer its property located at 956 W. Baseline Road in Claremont; to provide supportive services to residents at the future Claremont Gardens, 15-unit housing development for 20 years; and provide for 15 years, additional annual funding as a Capital Operating Reserve Subsidy (COSR) in the amount of \$24,000, with 3.5% annual increase, for Tri-City's eight (8) permanent supportive housing units, after RNLA has secured all other necessary funding and permissions to build the Claremont Gardens at 956 W. Baseline Road, Claremont, California 91711.

Recommendation:

Tri-City staff recommends that the Governing Board adopt Resolution No. 689 authorizing the Executive Director to execute the Second Amendment to the DDA with RNLA to extend the escrow closing deadline to March 31, 2023 for the Claremont Garden senior housing project at 956 W. Baseline Road in Claremont, California.

Attachments

Attachment 10-A: Resolution No. 689 - DRAFT

Attachment 10-B: Second Amendment to Disposition and Development Agreement

RESOLUTION NO. 689

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH RESTORE NEIGHBORHOODS, LA, INC. FOR THE CLAREMONT GARDENS SENIOR HOUSING PROJECT AT 956 W BASELINE ROAD IN CLAREMONT, CALIFORNIA

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA or Authority”) adopted Resolution No. 574 on February 17, 2022, authorizing to enter into, and execute, a Disposition and Development Agreement (DDA) with Restore Neighborhoods, LA, Inc. (RNLA) for the development, construction, financing, and operation of fifteen (15) units for seniors of combined affordable and permanent supportive housing project, known as the Claremont Gardens, at 956 W. Baseline Road, Claremont, California 91711.

B. On October 19, 2022, the Authority adopted Resolution No. 676 to amend the DDA to extend the escrow closing deadline to December 31, 2022; and approve a “Subordination and Intercreditor Agreement” required by other lenders for the project described in the Agreement.

C. The Authority desires to amend again the Agreement in order to extend the escrow closing deadline to March 31, 2023 required by RNLA.

2. Action

The Authority’s Executive Director is authorized to enter into, and execute, the Second Amendment to the Disposition and Development Agreement with RNLA to extend the escrow closing deadline to March 31, 2023 for the Claremont Gardens housing project at 956 W. Baseline Road in Claremont, California.

[Continues on Page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 21, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

**SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (the “Amendment”) is dated as of December 21, 2022 and is entered into by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority (“TCMHA”), and RESTORE NEIGHBORHOODS, LA, INC., a California nonprofit public benefit corporation (“Developer”).

RECITALS

A. TCMHA and Developer entered into that certain Disposition and Development Agreement dated February 17, 2021 (“Agreement”). Capitalized terms used but not defined herein shall be defined as set forth in the Agreement.

B. TCMHA and Developer amended that certain Disposition and Development Agreement on October 19, 2022, in order to extend the closing deadline to December 31, 2022; and approve a “Subordination and Intercreditor Agreement” required by other lenders for the project described in the Agreement.

C. TCMHA and Developer desire to amend again the Agreement in order to extend the closing deadline to March 31, 2023 required by the Developer.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants contained in this Amendment, the parties hereto agree as to amend the Agreement as follows:

1. Extension of Closing Deadline. The closing deadline of June 30, 2021 in Section 2.1 of the Agreement is hereby extended to March 31, 2023 (it being understood that the parties may close prior to that date).

3. Conflict. Except as amended herein, the Agreement remains in full force and effect. To the extent of any conflict between this Amendment and the Agreement, this Amendment shall govern.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the day and year first above written.

[SIGNATURES FOLLOW ON PAGE 2]

ATTACHMENT 10-B

DEVELOPER:

RESTORE NEIGHBORHOODS LA, INC.,
a California nonprofit public benefit
corporation

By: _____
John Perfitt, Executive Director

TCMHA:

TRI-CITY MENTAL HEALTH
AUTHORITY,
a California joint powers authority

By: _____
Rimmi Hundal, Executive Director

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON,
TCMHA Special Counsel

By: _____
Bruce Galloway



Tri-City Mental Health Authority
AGENDA REPORT

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Mary Monzon, Housing Manager

SUBJECT: Consideration of Resolution No. 690 Authorizing the Executive Director to Accept on Behalf of TCMHA an Award in the Amount Of \$3,604,556 Under The No Place Like Home (NPLH) Program Competitive Allocation Round 4 Application

Summary:

Staff is seeking approval from the Governing Board to authorize Tri-City to move forward with the updated No Place Like Home (NPLH) Competitive Funds Round 4 grant in the amount of \$3,604,556.

Background:

During the December 15, 2021 Board Meeting Resolution No. 627 Authorizing the Executive Director to apply for NPLH Competitive Funds Round 4 grant, to not exceed \$2,455,488, in partnership with the developer Cesar Chavez Foundation (CCF) was passed. The application was submitted and the grant was approved on August 25, 2022. The total amount of the approved award was updated to \$3,604,556 which includes: competitive allocation amount of \$2,437,123 for capital improvements and \$1,167,433 for Capital Operative Subsidy Reserve funds (COSR).

Fiscal Impact:

None; the \$3,604,556 funds are from the NPLH Competitive allocation.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 690 authorize Tri-City to accept the updated award amount of \$3,604,556 to move forward with the project.

Attachments

Attachment 11-A: Resolution No. 690 - DRAFT

RESOLUTION NO. 690

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING TO ACCEPT THE AUTHORITY (COUNTY) COMPETITIVE ALLOCATION AWARD IN THE AMOUNT OF \$3,604,556 UNDER THE NO PLACE LIKE HOME PROGRAM (NPLH) ROUND 4 APPLICATION

The Governing Board of the Tri-City Mental Health Authority (“County”) does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. The State of California, Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability for Round 4 funds dated October 29, 2021, as may be amended from time to time, (“NOFA”), under the No Place Like Home Program (“NPLH” or “Program”) authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890.

B. On December 15, 2021, the County adopted Resolution No. 627 authorizing the Executive Director to file on behalf of County a NPLH Competitive Allocation Round 4 Application for an amount not to exceed \$2,455,488.

C. On August 25, 2022, the County was awarded an amount of \$2,437,123 for capital improvements and \$1,167,433 for Capital Operative Subsidy Reserve (COSR) funds, totaling \$3,604,556 (“NPLH Loan”) for the West End Village Housing Project.

D. The County desires to accept its NPLH Competitive Allocation award, as detailed in the NOFA. The NOFA relates to the availability of approximately \$486 million in Competitive Allocation funds under the NPLH Program; and Tri-City Mental Health Authority is a County and an Applicant, as those terms are defined in the NPLH Program Guidelines, enacted in 2020 (“Guidelines”).

2. Action

A. The County is hereby authorized and directed to accept its NPLH Noncompetitive Allocation award in the amount of \$3,604,556 (\$2,437,123 for Capital Improvements and \$1,167,433 for Capital Operative Subsidy Reserve (COSR) funds).

[Continued on page 2.]

B. The County Executive Director, or her designee, is hereby authorized and directed to act on behalf of County in connection with an award of the NPLH Loan, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to evidence the NPLH Loan, the County's obligations related thereto, and the Department's security therefore. These documents may include, but are not limited to, a State of California Standard Agreement ("Standard Agreement"), a regulatory agreement, a promissory note, a deed of trust and security agreement, a capitalized operating subsidy reserve agreement and any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of, or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Program Documents").

C. The County shall be subject to the terms and conditions that are specified in the Standard Agreement; that the application in full is incorporated as part of the Standard Agreement; that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement; and that County will use the NPLH Loan in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

D. The County will make mental health supportive services available to each project's NPLH tenants for at least 20 years and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the County's relevant supportive services plan, and as specified in Section 202 of the Guidelines.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 21, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____



Tri-City Mental Health Authority
AGENDA REPORT

DATE: December 15, 2022

TO: Governing Board of Tri-City Mental Health Authority

FROM: Rimmi Hundal, Executive Director

BY: Natalie Majors-Stewart, LCSW, Chief Compliance Officer

SUBJECT: Consideration of Resolution No. 691 Authorizing the Executive Director to execute the Agreement with GetAccept, Inc. for Electronic Signature Services for One-Year in the Amount of \$19,990.37, with an Option to Renew for Two Successive One-Year Terms

Summary:

Staff recommends that the Governing Board approve Agreement with GetAccept, Inc., and authorize the Executive Director to execute the Agreement for electronic signature services with an Option to Renew for Two Successive One-Year Terms.

Background:

The increased need for and utilization of 'telehealth' services has created a corresponding need to have a viable method for remotely collecting 'legally binding' signatures from clients on important administrative and treatment documents. In order to address this need, staff is recommending the use of GetAccept, Inc. as the electronic signature service solution.

Fiscal Impact:

Total anticipated cost for the first year of service is \$19,990.37 (User Accounts–GetAccept Enterprise Plus - \$18,214.80; and Customer Success Package \$1,775.57)

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 691, approving an Agreement with GetAccept, Inc. for Electronic Signature Services in the amount of \$19,990.37 commencing on December 21, 2022, and terminating on December 20, 2023; with an option to renew for two successive one-year terms; and authorizing the Executive Director to execute the Agreement.

Attachments:

Attachment 12-A: Resolution No. 691– DRAFT

Attachment 12-B: TCMHA & GetAccept, Inc. Agreement for Electronic Signature Services, Effective December 21, 2022 - DRAFT

RESOLUTION NO. 691

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH GETACCEPT, INC. FOR ELECTRONIC SIGNATURE SERVICES FOR ONE-YEAR IN THE AMOUNT OF \$19,990.37

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to address the need, created by utilization of ‘telehealth’ services, of having a viable method for remotely collecting ‘legally binding’ signatures from clients on important administrative and treatment documents.

B. GetAccept, Inc. is an electronic signature service solution; and its cost for the first year of service is \$19,990.37 (User Accounts– GetAccept Enterprise Plus - \$18,214.80; and Customer Success Package \$1,775.57).

2. Action

The Governing Board approves and authorizes the Executive Director to enter into, and execute, a one-year Agreement with GetAccept, Inc. for Electronic Signature Services, commencing on December 21, 2022, in the amount of \$19,990.37, with an option to extend two additional years.

3. Adoption

PASSED AND ADOPTED at a Regular Joint Meeting of the Governing Board and the Mental Health Commission held on December 21, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____



INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE
TRI-CITY MENTAL HEALTH AUTHORITY
AND
GETACCEPT, INC.
DATED
DECEMBER 21, 2022

ATTACHMENT 2-B

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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the 21st day of December, 2022 (“Agreement Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (TCMHA) and GETACCEPT, INC., a Delaware Corporation, with its corporate office at 2261 Market St #4358, San Francisco, CA 94114 (hereinafter "Contractor"). TCMHA and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR

The express intention of the Parties is that Contractor is an independent contractor and not an employee, agent, joint venture or partner of TCMHA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and TCMHA or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of TCMHA without the express written consent of TCMHA. Neither TCMHA nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of TCMHA.

3. SCOPE OF SERVICES

Contractor shall provide the specified Electronic Signature Services and/or materials as set forth in ‘Exhibit A.’

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Services provided to TCMHA under this Agreement without the expressed written permission of TCMHA. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

5. SUBCONTRACTORS

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of TCMHA.

6. TIME AND LOCATION OF WORK

Contractor shall perform the services required by this Agreement at any place or location and at any time as Contractor deems necessary and appropriate, so long as the services are provided within the manner and time frames outlined in 'Exhibit A.'

7. TERMS

The services and/or materials furnished under this Agreement shall be for one (1) year, commencing on December 21, 2022, and terminating on December 20, 2023; with an option to renew for two successive one-year terms; and shall be and remain in full force and effect until the Agreement is amended or terminated in accordance with the provisions of Section 8 below.

8. TERMINATION

This Agreement may be terminated only as follows:

a. Written Election. TCMHA may terminate this Agreement at any time, without cause, upon thirty (30) calendar days prior written notice to the Contractor. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed. TCMHA will reimburse Contractor for its satisfactorily-completed services up to the date specified in the notice of termination and for demobilization costs reasonably incurred by Contractor after that date.

b. Breach. TCMHA, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to cause the software for Electronic Signature Services to operate correctly on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

c. Effect of Termination. In the event of termination, Contractor shall immediately deliver all written work product, data, and files to TCMHA, which work product shall be consistent with all progress payments made to the date of termination.

9. COMPENSATION. For the full performance of this Agreement:

a. TCMHA shall pay Contractor an amount not to exceed amount as stated in Contractor Proposal, incorporated herein as 'Exhibit A', within thirty (30) days following receipt of invoice and satisfactory completion/delivery of services/goods in a manner consistent with professional/industry standards for the area in which Contractor operates, as detailed in Section 3 of this Agreement. TCMHA is not responsible for paying for any work done by Contractor or any subcontractor above and beyond the not to exceed amount. In the event of termination, payment will be prorated and any unused amount will be reimbursed to TCMHA.

b. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. TCMHA will not accept or compensate Contractor for incomplete goods/services.

c. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. TCMHA shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor. TCMHA shall not be responsible for any interest or late charges on any payments from TCMHA to Contractor.

d. In the event of any anticipated increase in fees, Contractor shall notify TCMHA at least ninety (90) calendar days prior of such increase.

10. LICENSES

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

11. PROPRIETARY INFORMATION

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning TCMHA's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of TCMHA. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons who have a need to know about such information in order for Contractor to render services to TCMHA and employees of TCMHA, without written approval by Executive Director of TCMHA, either during or after its engagement with TCMHA, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

12. CONFLICT OF INTEREST

Contractor hereby certifies that to the best of its knowledge or belief, no elected/appointed official or employee of TCMHA is financially interested, directly or indirectly, in the provision of services specified in this Agreement. Furthermore, Contractor represents and warrants to TCMHA that it has not employed or retained any person or company employed by the TCMHA to solicit or secure the award of this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

13. GENERAL TERMS AND CONDITIONS

a. Indemnity. Contractor agrees to indemnify, defend and hold harmless TCMHA, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance

of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless TCMHA, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. Insurance. Contractor shall obtain and file with TCMHA, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

i. **Workers Compensation Insurance:** Minimum statutory limits.

ii. **Errors And Omissions Insurance:** \$1,000,000.00 aggregate.

iii. **Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

iv. **Notice Of Cancellation:** TCMHA requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

v. **Certificate Of Insurance:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to TCMHA, and it shall name "TCMHA Mental Health Authority, its elective and appointed officers, employees, and volunteers" as additional insureds.

vi. To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority
Attn: Executive Director
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

c. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

d. Changes to the Agreement. This Agreement shall not be assigned or transferred without advance written consent of TCMHA. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both Parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope

of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

e. Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of TCMHA. Contractor will be responsible for and maintain such records during the term of this Agreement. Contractor hereby agrees to deliver those documents to TCMHA at any time upon demand of TCMHA. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for TCMHA and are not necessarily suitable for any future or other use. Failure by Contractor to deliver these documents to TCMHA within a reasonable time period or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and Contractor agree that until final approval by TCMHA, all data, reports and other documents are preliminary drafts not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both Parties. All work products submitted to TCMHA pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by TCMHA as complete, non-exclusive title to copyright of said work for hire shall transfer to TCMHA. The compensation recited in Section 9 shall be deemed to be sufficient consideration for said transfer of copyright. Contractor retains the right to use any project records, documents and materials for marketing of their professional services.

f. Business Associate Agreement. To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to Contractor (Business Associate) in accordance with all applicable legal requirements to allow Contractor to perform Electronic Signature Services on TCMHA's behalf. Contractor is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, Contractor will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit B', accepting liability for any breach of ePHI or PHI.

g. Contractor Attestation. Also in accordance with TCMHA's policies and procedures, TCMHA will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. TCMHA requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit C'.

h. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

i. Non-Use of Names. Except as required by applicable law, neither Party shall use the name of the other Party in any publicity without the prior written permission of the party whose name is to be used.

j. No Third-Party Beneficiaries. There is no intent by either Party to create or establish third Party beneficiary status or rights in any other Party, and no third Party shall have the right to enforce any right or enjoy any benefit created or established under this Agreement.

14. REPRESENTATIVE AND NOTICE

a. TCMHA's Representative. TCMHA hereby designates its Executive Director to act as its representative for the performance of this Agreement ("TCMHA's Representative"). TCMHA's Representative shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

b. Contractor's Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If to TCMHA:

Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788
Attn: Executive Director

If to Contractor:

GetAccept, Inc.
2261 Market St #4358
San Francisco, CA 94114
Attn: Head of Sales

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

15. EXHIBITS

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Proposal from Contractor dated November 10, 2022

Exhibit B: Business Associate Agreement

Exhibit C: Contractor's Attestation That Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

16. ENTIRE AGREEMENT

This Agreement shall become effective upon its approval and execution by TCMHA. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and TCMHA relating to the subject matter of this Agreement.

This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and TCMHA. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by TCMHA in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

17. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

TRI-CITY MENTAL HEALTH AUTHORITY GETACCEPT, INC.

By: _____
Rimmi Hundal, Executive Director

By: _____
Ali Khaleel Ali, Head of Sales

Attest:

By: _____
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form and Content:
DAROLD D. PIEPER, ATTORNEY AT LAW

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A



November Final Proposal for Tri-City Mental Health

Your point of contact at GetAccept

Matt Kelly

M: 401-365-3327

E: matt.kelly@getaccept.com



INSIGHT DIRECT USA INC.
 2701 E INSIGHT WAY
 CHANDLER AZ 85286-1930
 Tel: 800-467-4448

SOLD-TO PARTY 11115384

TRI-CITY MENTAL HEALTH SERVICE
 ATTN: ACCOUNTING DEPARTMENT
 1717 N INDIAN HILL BLVD
 CLAREMONT CA 91711-2788

SHIP-TO

TRI-CITY MENTAL HEALTH
 I.T. DEPARTMENT
 1900 ROYALTY DR STE 180
 POMONA CA 91767-3046

Quotation	
Quotation Number	: 225665209
Document Date	: 10-NOV-2022
PO Number	:
PO release:	:
Sales Rep	: Mark Donegan
Email	: MARK.DONEGAN@INSIGHT.COM
Telephone	: +16232432812
Sales Rep 2	: Philip Ryan Sanchez
Email	: PHILIPRYAN.SANCHEZ@INSIGHT.COM
Telephone	: +632132693832

We deliver according to the following terms:

Payment Terms : Credit Card
Ship Via : Electronic Delivery
Terms of Delivery: : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
GTA-ENT-PLS	GETACCEPT ENTERPRISE PLUS Coverage Dates: 10-NOV-2022 - 10-NOV-2023	20	910.74	18,214.80
GTA-CTM-SSP	GETACCEPT CUSTOMER SUCCESS PACKAGE Coverage Dates: 10-NOV-2022 - 10-NOV-2023	1	1,775.57	1,775.57
GTA-AUT	GETACCEPT AUTOMATE Coverage Dates: 10-NOV-2022 - 10-NOV-2023	1	0.00	0.00
			Product Subtotal	19,990.37
			TAX	0.00
			Total	19,990.37

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Mark Donegan
 +16232432812
MARK.DONEGAN@INSIGHT.COM

Philip Ryan Sanchez
 +632132693832
PHILIPRYAN.SANCHEZ@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

EXHIBIT B



BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this 21st day of December, 2022 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and GETACCEPT, INC., a Delaware Corporation, (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**Parties**”).

RECITALS

A. CE is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”) and, as such, must enter into so-called “business associate” contracts with certain contractors that may have access to certain consumer medical information.

B. Pursuant to the terms of one or more agreements between the Parties, whether oral or in writing, (collectively, the “**Agreement**”), BA shall provide certain services to CE. To facilitate BA’s provision of such services, CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information (“**PHI**”) (defined below).

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“**HITECH Act**”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“**HIPAA Regulations**”) and other applicable laws, including without limitation state patient privacy laws (including the Lanterman-Petris-Short Act), as such laws may be amended from time to time. This BAA shall be governed by and construed in accordance with the laws of the State of California.

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI (defined below), as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“**C.F.R.**”) and contained in this BAA.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, CE and BA agree as follows:

AGREEMENT

I. Definitions.

A. **Breach** shall have the meaning given to such term under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

5937038.2 Business Associate Agreement [Revised February 26, 2020]
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B. Business Associate shall have the meaning given to such term under 42 U.S.C. § 17921 and 45 C.F.R. § 160.103.

C. Consumer is an individual who is requesting or receiving mental health services and/or has received services in the past. Any consumer certified as eligible under the Medi-Cal program according to Title 22, Section 51001 is also known as a beneficiary.

D. Covered Entity shall have the meaning given to such term under 45 C.F.R. § 160.103.

E. Data Aggregation shall have the meaning given to such term under 45 C.F.R. § 164.501.

F. Designated Record Set shall have the meaning given to such term 45 C.F.R. § 164.501.

G. Electronic Protected Health Information or EPHI means Protected Health Information that is maintained in or transmitted by electronic media.

H. Electronic Health Record shall have the meaning given to such term under 42 U.S.C. § 17921(5).

I. Health Care Operations shall have the meaning given to such term under 45 C.F.R. § 164.501.

J. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

K. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes Electronic Protected Health Information.

L. Protected Information shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

M. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

N. Subcontractor shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, pursuant to 45 C.F.R. § 160.103.

O. Unsecured PHI shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services (“**Secretary**”).

II. Obligations of Business Associate.

A. Permitted Access, Use or Disclosure. BA shall neither permit the unauthorized or unlawful access to, nor use or disclose, PHI other than as permitted or required by the Agreement, this BAA, or as required by law, including but not limited to the Privacy Rule. To the extent that BA carries out CE’s obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations. Except as otherwise limited in the Agreement, this BAA, or the Privacy Rule or Security Rule, BA may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of BA, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) agreement from such third party to promptly notify BA of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach.

B. Prohibited Uses and Disclosures. Notwithstanding any other provision in this BAA, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with the requirements of the HITECH Act, the HIPAA Regulations, and applicable state law, including but not limited to 42 U.S.C. § 17936, 45 C.F.R. § 164.508, and 45 C.F.R. § 164.514(f); (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. § 17935(a); 45 C.F.R. § 164.522(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); 45 C.F.R. § 164.502(a)(5); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

C. Appropriate Safeguards. BA shall comply, where applicable, with the HIPAA Security Rule, including but not limited to 45 C.F.R. §§ 164.308, 164.310, and 164.312 and the policies and procedures and documentation requirements set forth in 45 C.F.R. § 164.316, and shall implement appropriate safeguards designed to prevent the access, use or disclosure of Protected Information other than as permitted by the Agreement or this BAA. BA shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI.

D. Reporting of Improper Access, Use, or Disclosure.

1. Generally. BA shall provide an initial telephone report to CE’s Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security,

intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including, for the avoidance of doubt, any Security Incident (as defined in 45 C.F.R. § 164.304). BA shall take (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the incident, and (ii) any action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

2. Breaches of Unsecured PHI. Without limiting the generality of the reporting requirements set forth in Section D(1), BA shall report to CE any use or disclosure of the information not permitted by this BAA, including any Breach of Unsecured PHI pursuant to 45 C.F.R. § 164.410. Following the discovery of any Breach of Unsecured PHI, BA shall notify CE in writing of such Breach without unreasonable delay and in no case later than three (3) days after discovery. The notice shall include the following information if known (or can be reasonably obtained) by BA: (i) contact information for the individuals who were or who may have been impacted by the Breach (*e.g.*, first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery (as defined in 42 U.S.C. § 17932(c)); (iii) a description of the types of Unsecured PHI involved in the Breach (*e.g.*, names, social security numbers, date of birth, addresses, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the BA has done or is doing to investigate the Breach and to mitigate harm to the individuals impacted by the Breach; (v) any other available information that CE is required to include in notification to the individual under 45 C.F.R. § 164.404.

3. Mitigation. BA shall establish and maintain safeguards to mitigate, to the extent practicable, any deleterious effects known to BA of any unauthorized or unlawful access or use or disclosure of PHI not authorized by the Agreement, this BAA, or applicable federal or state laws or regulations; provided, however, that such mitigation efforts by BA shall not require BA to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of PHI, unless (i) otherwise agreed in writing by the Parties, (2) BA bears responsibility for the unauthorized or unlawful access or use or disclosure of PHI, or (3) required by applicable federal or state laws or regulations; provided, further, however, that BA shall remain fully responsible for all aspects of its reporting duties to CE under Section D(1) and Section D(2).

E. Business Associate's Subcontractors and Agents. BA shall ensure that any agents or Subcontractors to whom it provides Protected Information agree to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits EPHI on behalf of the CE, BA shall ensure that any of BA's agents or Subcontractors to whom it provides Protected Information agree to implement the safeguards required by Section C above with respect to such EPHI.

F. Access to Protected Information. To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or Subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524. If BA maintains an Electronic Health

Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

G. Amendment of PHI. To the extent BA maintains a Designated Record Set on behalf of CE, within ten (10) days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Subcontractors shall make PHI available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

H. Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or Subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and its obligations under the HITECH Act, including but not limited to 42 U.S.C. § 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include, to the extent known to BA: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. The accounting must be provided without cost to the individual or the requesting party if it is the first accounting requested by such individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, BA may charge the individual or party requesting the accounting a reasonable cost-based fee in responding to the request, to the extent permitted by applicable law, so long as BA informs the individual or requesting party in advance of the fee and the individual or requesting party is afforded an opportunity to withdraw or modify the request. BA shall notify CE within five (5) business days of receipt of any request by an individual or other requesting party for an accounting of disclosures. The provisions of this Section H shall survive the termination of this BAA.

I. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule. BA shall immediately notify CE of any requests made by the Secretary and provide CE with copies of any documents produced in response to such request.

J. Minimum Necessary. BA (and its agents or Subcontractors) shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Because the definition of "minimum necessary" is in flux, BA shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary." Notwithstanding the foregoing, BA must limit its (and its agents or Subcontractors) uses and disclosures of Protected Information to be consistent with CE's minimum necessary policies and procedures as furnished to BA.

K. Permissible Requests by Covered Entity. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA or the HITECH Act if done by CE or BA. CE shall not direct BA to act in a manner that would not be compliant with the Security Rule, the Privacy Rule, or the HITECH Act.

L. Breach Pattern or Practice. If CE knows of a pattern of activity or practice of the BA that constitutes a material breach or violation of BA's obligations under this BAA or other arrangement, CE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CE must terminate the applicable Agreement to which the breach and/or violation relates if feasible. If BA knows of a pattern of activity or practice of an agent or Subcontractor that constitutes a material breach or violation of the agent or Subcontractor's obligations under its BAA or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the applicable agreement to which the breach and/or violation relates if feasible.

III. Indemnification; Limitation of Liability. To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA or its agents, Subcontractors or employees in connection with the representations, duties and obligations of BA under this Agreement. Any limitation of liability contained in the applicable Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of this BAA.

IV. Business Associate's Insurance. BA shall obtain insurance for itself and all its employees, agents and independent contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of Commercial General Liability insurance and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA's receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

V. Term and Termination.

A. Term. The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE.

B. Termination.

1. Material Breach by BA. Upon any material breach of this BAA by BA, CE shall provide BA with written notice of such breach and such breach shall be cured by BA within thirty (30) business days of such notice. If such breach is not cured within such time period, CE may immediately terminate this BAA and the applicable Agreement.

2. Effect of Termination. Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, BA shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

VI. Assistance in Litigation. BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreements or this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its shareholders, directors, officers, agents or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.

VII. Compliance with State Law. Nothing in this BAA shall be construed to require BA to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

VIII. Compliance with 42 C.F.R. Part 2. CE is also subject to the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, which requires certain programs to enter into contracts with qualified service organizations (as defined in 42 C.F.R. § 2.11) that may have access to certain patient medical information. BA acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from CE, BA is fully bound by 42 C.F.R. Part 2. BA agrees to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 C.F.R. Part 2. To the extent any provisions of 42 C.F.R. Part 2 restricting disclosure of Records are more protective of privacy rights than the provisions of this BAA, HIPAA, the HITECH Act, or other applicable laws, 42 C.F.R. Part 2 controls.

IX. Amendment to Comply with Law. Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will

adequately safeguard all PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

X. No Third-Party Beneficiaries. Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

XI. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed as follows:

If to CE:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711
Attn: Privacy Officer

If to BA:

GetAccept, Inc.
2261 Market St #4358
San Francisco, CA 94114
Attn: Head of Sales

With a copy to:

Hooper, Lundy & Bookman, P.C.
1875 Century Park East, Suite 1600
Los Angeles, CA 90067
Attn: Linda Kollar, Esq.
Fax: 310-551-8181

or to such other persons or places as either party may from time to time designate by written notice to the other.-

XII. Interpretation. The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

XIII. Entire Agreement of the Parties. This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the Parties and constitutes the final and entire agreement between the Parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

XIV. Regulatory References. A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.

XV. Counterparts. This BAA may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have duly executed this BAA as of the BAA Effective Date.

AGREED AND ACCEPTED:

TRI-CITY MENTAL HEALTH
AUTHORITY

Name of Covered Entity

GETACCEPT, INC.

Name of Business Associate

Authorized Signature

Rimmi Hundal

Print Name

Executive Director

Print Title

Date

Authorized Signature

Ali Khaleel Ali

Print Name

Head of Sales

Print Title

Date

EXHIBIT C



CONTRACTOR’S ATTESTATION THAT NEITHER IT NOR ANY OF ITS STAFF MEMBERS ARE RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

GETACCEPT, INC.

Contractor’s Name	Last	First
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Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member’s mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?

_____ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

_____ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

_____	Ali Khaleel Ali, Head of Sales	_____
Date	Contractor or Vendor’s Name	Contractor or Vendor’s Signature
_____	Rimmi Hundal, Executive Director	_____
Date	TCMHA Executive Official’s Name	TCMHA Executive Official’s Signature

DISTRIBUTION:

ORIGINAL
COPIES: HR Representative
Contractor
Finance

CONTRACTOR’S ATTESTATION



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority
Mental Health Commission

FROM: Rimmi Hundal, Executive Director

SUBJECT: Executive Director's Monthly Report

TRI-CITY NEWSLETTER

The first issue of Tri-City's internal newsletter will be published in January 2023. The goal of this employee newsletter is to help staff stay regularly informed about TCMHA news and activities, engaged and connected to their colleagues and other departments, and tied to the organization's mission and values. This bi-monthly newsletter will be a collaboration across the TCMHA system of care with information supplied by departments, teams and program personnel. The first issue will highlight what department and teams are doing or have accomplished in 2022, upcoming 2023 program announcements, as well as share staff recognition and employee resources.

EMPLOYEE APPRECIATION AND RECOGNITION

Tri-City's employee appreciation and recognition party was held virtually on Thursday, December 15 and the clinic and wellness center were closed at 3pm so all staff could participate. The planning committee started planning for this event in October and each staff will have a chance to win at least one gift. During this time we also recognized the employee of the year and this year we received 26 nominations.

LEADERSHIP TRAINING ON DiSC:

The leadership team at Tri-City participated in a training called DiSC. DiSC is a personal assessment tool used to help improve teamwork, communication, and productivity in the workplace. The training focused on how to learn to celebrate our differences and work with each other's strengths.

Staffing – Month Ending November 2022

- Total Staff is 200 full-time and 9 part-time plus 42 full-time vacancies 4 part-time vacancies for a total of 247 positions.
- There were 8 new hires in November 2022.
- There were 1 separation in November 2022.

Workforce Demographics in November 2022:

American Indian or Alaska Native =	0.48%
Asian =	11.00%
Black or African American =	7.18%
Hispanic or Latino =	57.42%
Native Hawaiian or Other Pacific Islander =	0.48%
Other =	7.18%
Two or more races =	1.91%
White or Caucasian =	14.35%

Posted Positions in November 2022:

Clinical Supervisor – MHSSA Grant	(1 FTE) <i>1 hire pending</i>
Clinical Therapist I/II - Adult	(5 FTEs)
Clinical Therapist I/II – Child & Family	(2 FTEs) <i>1 hire pending</i>
Clinical Therapist II – PACT	(1 FTE)
Clinical Wellness Advocate I/II/III	(1.5 FTE) <i>1 hire pending</i>
Community Navigator	(3 FTEs) <i>1 hire pending</i>
Human Resources Analyst	(1 FTE)
Mental Health Specialist – Child & Family	(1 FTE) <i>1 hire pending</i>
Mental Health Worker – Wellness Center	(1 FTE) <i>1 hire pending</i>
MHSA Projects Manager	(1 FTE)
Program Support Assistant I	(1 FTE)
Program Support Assistant II	(1 FTE)
Program Support Supervisor	(1 FTE)
Quality Improvement Specialist I	(1 FTE)
Residential Services Coordinator – Housing	(1 FTE) <i>1 hire pending</i>

HIRING INCENTIVE UPDATE

In September 2021 & March 2022, the Governing Board approved several hiring and retention policies and initiatives to help increase Tri-City’s ability to attract qualified behavioral health professionals during the “Great Resignation.” Those initiatives included the approval of a \$2,500 Sign-on Bonus for full-time new hires, tiered longevity pay benefits for long term employees with continuous service of five years or more, and the approval of Implementation Phase 1 of our Classification and Salary Study which provided salary increases for our hardest to recruit positions; Clinical Therapist and Clinical Supervisor. Human Resources is happy to report that with those initiatives, Tri-City has seen a reduction in turnover of approximately 5.4%. Subsequently, during the first nine months of the 2022 calendar year, we have doubled our amount of new hires (positions filled) in comparison to the same time period in 2021. Tri-City’s Human Resources Department would like to thank the Governing Board once again for your support and continuing to see the value in moving forward policies that will attract and retain staff for years to come.

COVID-19 UPDATE

March 1, 2022 was the State required vaccination booster deadline for all healthcare workers who are booster eligible. As of November 2, 2022, Tri-City staff have a vaccination compliancy rate of 88.52% with a vaccination booster compliancy rate of 97.30%.



Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Monthly Finance and Facilities Report

**UNAUDITED FINANCIAL STATEMENTS FOR THE FOUR MONTHS ENDED
OCTOBER 31, 2022 (2023 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the four months ended October 31, 2022. These financial statements include the activities from the clinical outpatient operations as well as activities from the implemented MHSA programs under the CSS, PEI, INN, WET and CFTN plans.

The increase in net position (income) is approximately \$8.9 million. MHSA operations accounted for approximately \$10.2 million of the increase, which is primarily the result of recognizing MHSA revenues on hand at the beginning of the fiscal year. MHSA non-operating revenues are reflected when MHSA funds have been received and are eligible to be spent.

During fiscal 2022, Tri-City received MHSA funding of approximately \$17.3 million, of which \$13.3 million were for approved programs for fiscal 2022-23 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2022. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2022-23. In addition, during this current fiscal year 2022-23 approximately \$5.8 million in MHSA funding has been received of which \$1.5 million was identified and approved for use in the current fiscal year 2022-23 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$14.8 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The decrease in net position of approximately \$1.4 million is from Clinic outpatient operations, which is the result of operations for the four months ended October 31, 2022 which includes one-time payments made at the beginning of the year.

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The total cash balance at October 31, 2022 was approximately \$40.6 million, which represents an increase of approximately \$317 thousand from the June 30, 2022 balance of approximately \$40.3 million. Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had a decrease in cash of approximately \$487 thousand primarily as a result of delayed cash receipts from LADMH. MHSA operations reflected an increase in cash of approximately \$804 thousand, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$5.8 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately \$2.7 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the four months ended October 31, 2022. Additionally, another \$922 thousand have been received through December 14, 2022.

UPCOMING, CURRENT EVENTS & UPDATES

Overall Financial Update:

We continue to closely monitor for any new developments and updated revenue projections from CBHDA. As such, planning appropriately to ensure we meet the needs of our community, and having the ability to make changes as we go will be necessary in the upcoming years, especially if projections wind up being significantly different than currently projected.

CalAIM:

Tri-City management is currently working with CBHDA and LA DMH to prepare for the transition away from a cost reimbursement model to a fee-for-service model that will be resulting from the CalAIM initiatives. A few months ago, we submitted a cost survey to CBHDA and LA DMH. As DHCS starts its rate setting process for payment reform, the survey, along with past cost report data will be utilized by CBHDA to advocate on behalf of the Counties for rates that are not only able to meet our current cost needs but that are also sustainable. Rates have now been set by the State and have been provided to the Counties, however, we have yet to receive any rate information that pertains directly to Tri-City from the County to-date. As always, Management will continue to keep the Board informed of progress or any changes we may see along the way.

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MHSA Funding Updates:

Estimated Current Cash Position – The following table represents a brief summary of the estimated (unaudited) current MHSA cash position as of the four months ended October 31, 2022.

	MHSA
Cash at October 31, 2022	\$ 33,557,778
Receivables net of Reserve for Cost Report Settlements	357,136
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2022-23	(9,233,772) **
Reserved for future CFTN Projects including approved TCG Project	(1,247,389)
Total Estimated Adjustments to Cash	<u>(12,324,025)</u>
Estimated Available at June 30, 2023	<u>\$ 21,233,753</u>
Estimated remaining MHSA funds to be received in FY 2022-23	\$ 10,693,339

* Per SB 192, Prudent Reserves are required to be maintained at an amount that does not exceed 33% of the average Community Services and Support (CSS) revenue received for the fund, in the preceding 5 years.

** Estimated based on to-date actuals projected through year-end June 30, 2023, net of estimated Medi-Cal revenue, including actual and estimated amounts to year end 06/30/2023.

MHSA Expenditures and MHSA Revenue Receipts – As announced at the June 15, 2022 Governing Board meeting, MHSA actual revenue receipts during fiscal year 2021-22 had actually exceeded the original projected amounts by approximately \$4.7 million. The Fiscal Year 2021-22 Operating budget included a projection of \$12.6 million in MHSA cash collections while the actual receipts totaled \$17.3 million.

Additionally, based on the most recent estimates disclosed by CBHDA, the amount of MHSA funds projected to be collected in Fiscal year 2022-23 is also expected to be in line with what was just collected. As such the Fiscal Year 2022-23 Operating budget reflects a projected collection of MHSA funds totaling \$16.5 million. As noted in the table below, the original estimate of new funding in the MHSA Annual Update was \$11.1 million. As a result of the updated projections the MHSA revenues are now expected to be \$5.3 million higher.

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For reference the following is the information included in the MHSa Fiscal Year 2022-23 Annual Update:

<u>Included in the MHSa FY 2022-23 Annual Update</u>	<u>CSS</u>	<u>PEI</u>	<u>Innovation</u>	<u>WET</u>	<u>CFTN</u>	<u>Totals</u>
Estimated Unspent Funds from Prior Fiscal Years	19,278,875	4,037,204	2,697,746	808,952	1,529,299	28,352,076
Transfers in FY 2022-23	(2,700,000)	-		1,000,000	1,700,000	-
Available for Spending in FY 2022-23	16,578,875	4,037,204	2,697,746	1,808,952	3,229,299	28,352,076
Approved Plan Expenditures during FY 2022-23	(12,284,819)	(2,221,506)	(253,661)	(857,628)	(703,183)	(16,320,797)
Remaining Cash before new funding	4,294,056	1,815,698	2,444,085	951,324	2,526,116	12,031,279
Estimated New FY 2022-23 Funding	8,477,602	2,119,401	557,737			11,154,740
Estimated Ending FY 2022-23 Unspent Fund Balance	12,771,658	3,935,099	3,001,822	951,324	2,526,116	23,186,019

For reference the following information demonstrates the changes in estimated cash flow between the MHSa Fiscal Year 2022-23 Annual Update and the Fiscal Year 2022-23 Operating Budget:

<u>Included in the FY 2022-23 Operating Budget</u>	<u>CSS</u>	<u>PEI</u>	<u>Innovation</u>	<u>WET</u>	<u>CFTN</u>	<u>Totals</u>
Updated Funding Estimates for FY 2022-23	12,519,290	3,129,822	823,638	-	-	16,472,750
Previously Estimated New FY 2022-23 Funding	8,477,602	2,119,401	557,737	-	-	11,154,740
Difference/Projected Additional Funding	4,041,688	1,010,421	265,901	-	-	5,318,010

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MHSA Reversion Update:

Each remittance of MHSA funds received by Tri-City is required to be allocated among three of the five MHSA Plans, CSS, PEI and INN. The first 5% of each remittance is required to be allocated to INN and the remaining amount is split 80% to CSS and 20% to PEI. While the WET and the CapTech plans have longer time frames in which to spend funds (made up of one-time transfers into these two plans), the CSS, PEI and INN plans have three years.

Amounts received within the CSS and PEI programs must be expended within three years of receipt. INN amounts must be programmed in a plan that is approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) within three years of receipt, and spent within the life of the approved program. Upon approval by the MHSOAC, INN amounts have to be expended within the life of said program. For example, a program approved for a five-year period will have the full five years associated with the program to expend the funds.

To demonstrate the three-year monitoring of CSS, PEI and INN dollars, the following tables are **excerpts** from DHCS’s annual reversion report received by Tri-City in May of 2022 based on the fiscal year 2020-21 Annual Revenue and Expense Report (ARER) and then updated with more current information through June 30, 2022 (unaudited) and to be updated on a quarterly basis:

CSS reversion waterfall analysis

CSS amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	8,676,848	8,797,914	9,293,482	11,824,329	13,178,277	51,770,850
Expended in:						
2017-18						-
2018-19	939,014					939,014
2019-20	7,737,834	1,290,269				9,028,103
2020-21		7,507,645	746,924			8,254,569
2021-22			8,546,558	1,205,050		9,751,608
2022-23 **				10,619,279	1,665,540	12,284,819
2023-24						-
Total Expended	8,676,848	8,797,914	9,293,482	11,824,329	1,665,540	40,258,113
Unspent Balance	-	-	-	-	11,512,737	11,512,737

*=These expenses are based on estimated to date and not final.
 **=Planned Expenditures based on approved MHSA Plan

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PEI reversion waterfall analysis

PEI amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	2,145,788	2,119,324	2,176,109	2,948,240	3,294,569	12,684,030
Expended in:						
2017-18	726,119					726,119
2018-19	1,419,669	387,017				1,806,686
2019-20		1,644,825				1,644,825
2020-21		87,482	1,746,984			1,834,466
2021-22			429,125	1,313,992		1,743,117
2022-23 **				1,711,404	510,102	2,221,506
2023-24						-
Total Expended	2,145,788	2,119,324	2,176,109	3,025,396	510,102	9,976,719
Unspent Balance	-	-	-	(77,156)	2,784,467	2,707,311

*=These expenses are based on estimated to date and not final.
 **=Planned Expenditures based on approved MHSA Plan

INN reversion waterfall analysis

INN amounts received						
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
	575,034	580,471	550,879	784,114	866,992	3,357,490
Expended in:						
2017-18						-
2018-19						-
2019-20						-
2020-21	272,146					272,146
2021-22	302,888	26,735				329,623
2022-23 **		261,660				261,660
2023-24		318,811	284,669			603,480
2024-25						-
2025-26						-
2026-27						-
Total Expended	575,034	607,206	284,669	-	-	1,466,909
Unspent Balance	-	(26,735)	266,210	784,114	866,992	1,890,581

*=These expenses are based on estimated to date and not final.
 **=Planned Expenditures based on approved MHSA Plan
 PADS Project approved May of 2022 in the total amount of \$789,360.

FACILITIES DEPARTMENT

Status of Governing Board Approved Upcoming, Current or Ongoing projects:

- The Community Garden Upgrades: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. This project is currently still in the planning phase however progress continues to be made. The most recent update includes having received approval from the City to move forward on this project as of June 6, 2022 and the RFP process is currently underway. Target date for selection of contractor is projected to be in December of 2022 with project completion in the first quarter of 2023.
- Office Space Remodel at the MHSA Administrative Building: Project concept was initially approved in March of 2020 as part of the approved CFTN Plan. This project is currently in the planning phase however had been temporarily on hold until the Electrical/Power Upgrade Project noted above, is complete as this project is also being performed in the same building, however conceptual plans have been prepared. The next phase will involve submitting formal construction plans to the City for approval and once approved, soliciting contractors through an RFP process. Target date of project completion will be closer to first quarter of 2023.

Attachments

Attachment 14-A: October 31, 2022 Unaudited Monthly Financial Statements

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF NET POSITION**

	AT OCTOBER 31, 2022			AT JUNE 30, 2022		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
Current Assets						
Cash	\$ 7,082,141	\$ 33,557,778	\$ 40,639,920	\$ 8,386,759	\$ 31,504,790	\$ 39,891,549
Accounts receivable, net of reserve for uncollectible accounts \$607,667 at October 31, 2022 and \$619,443 at June 30, 2022	4,188,651	3,340,578	7,529,228	5,136,408	3,180,707	8,317,115
Total Current Assets	<u>11,270,792</u>	<u>36,898,356</u>	<u>48,169,148</u>	<u>13,523,167</u>	<u>34,685,497</u>	<u>48,208,664</u>
Property and Equipment						
Land, building, furniture and equipment	3,830,812	9,790,256	13,621,068	3,828,354	9,742,614	13,570,969
Accumulated depreciation	(2,696,638)	(4,281,989)	(6,978,627)	(2,646,773)	(4,138,210)	(6,784,983)
Rights of use assets-building lease	1,753,343	-	1,753,343	1,753,343	-	1,753,343
Accumulated amortization-building lease	(798,748)	-	(798,748)	(679,424)	-	(679,424)
Total Property and Equipment	<u>2,088,769</u>	<u>5,508,267</u>	<u>7,597,036</u>	<u>2,255,500</u>	<u>5,604,404</u>	<u>7,859,904</u>
Other Assets						
Deposits and prepaid assets	303,375	508,459	811,834	38,122	508,459	546,581
Note receivable-Housing Development Project	-	2,800,000	2,800,000	-	2,800,000	2,800,000
Total Noncurrent Assets	<u>2,392,144</u>	<u>8,816,726</u>	<u>11,208,870</u>	<u>2,293,622</u>	<u>8,912,863</u>	<u>11,206,485</u>
Total Assests	<u>\$ 13,662,936</u>	<u>\$ 45,715,081</u>	<u>\$ 59,378,017</u>	<u>\$ 15,816,789</u>	<u>\$ 43,598,360</u>	<u>\$ 59,415,149</u>
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	2,857,668	-	2,857,668	2,857,668	-	2,857,668
Total Deferred Outflows of Resources	<u>2,857,668</u>	<u>-</u>	<u>2,857,668</u>	<u>2,857,668</u>	<u>-</u>	<u>2,857,668</u>
Total Assets and Deferred Outflows of Resouces	<u>\$ 16,520,604</u>	<u>\$ 45,715,081</u>	<u>\$ 62,235,685</u>	<u>\$ 18,674,457</u>	<u>\$ 43,598,360</u>	<u>\$ 62,272,817</u>
LIABILITIES						
Current Liabilities						
Accounts payable	400,915	24,000	424,915	274,821	24,000	298,821
Accrued payroll liabilities	46,293	42,806	89,100	133,589	166,355	299,944
Accrued vacation and sick leave	627,215	1,059,410	1,686,625	619,557	1,052,384	1,671,941
Deferred revenue	70,782	-	70,782	41,584	-	41,584
Reserve for Medi-Cal settlements	3,601,835	2,983,442	6,585,276	3,482,631	2,894,431	6,377,063
Current portion of lease liability	238,647	-	238,647	357,971	-	357,971
Total Current Liabilities	<u>4,985,688</u>	<u>4,109,658</u>	<u>9,095,345</u>	<u>4,910,153</u>	<u>4,137,171</u>	<u>9,047,324</u>
Intercompany Acct-MHSA & TCMH	(135,393)	135,393	-	740,003	(740,003)	-
Long-Term Liabilities						
Mortgages and home loan	-	29,435	29,435	-	29,435	29,435
Lease liability	715,948	-	715,948	715,948	-	715,948
Net pension liability	2,302,724	-	2,302,724	2,302,724	-	2,302,724
Unearned MHSA revenue	-	5,381,159	5,381,159	-	1,027,955	1,027,955
Total Long-Term Liabilities	<u>3,018,672</u>	<u>5,410,594</u>	<u>8,429,266</u>	<u>3,018,672</u>	<u>1,057,390</u>	<u>4,076,062</u>
Total Liabilities	<u>7,868,967</u>	<u>9,655,645</u>	<u>17,524,611</u>	<u>8,668,828</u>	<u>4,454,558</u>	<u>13,123,386</u>
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	13,290,168	13,290,168
Deferred inflows related to the net pension liability	2,010,157	-	2,010,157	2,010,157	-	2,010,157
Total Deferred Inflow of Resources	<u>2,010,157</u>	<u>-</u>	<u>2,010,157</u>	<u>2,010,157</u>	<u>13,290,168</u>	<u>15,300,325</u>
NET POSITION						
Invested in capital assets net of related debt	1,134,174	5,478,832	6,613,005	1,181,581	5,574,969	6,756,550
Restricted for MHSA programs	-	30,551,170	30,551,170	-	20,249,230	20,249,230
Unrestricted	5,507,306	29,435	5,536,741	6,813,891	29,435	6,843,326
Total Net Position	<u>6,641,480</u>	<u>36,059,437</u>	<u>42,700,917</u>	<u>7,995,472</u>	<u>25,853,634</u>	<u>33,849,106</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 16,520,604</u>	<u>\$ 45,715,081</u>	<u>\$ 62,235,685</u>	<u>\$ 18,674,457</u>	<u>\$ 43,598,360</u>	<u>\$ 62,272,817</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOUR MONTHS ENDED OCTOBER 31, 2022 AND 2021

	PERIOD ENDED 10/31/22			PERIOD ENDED 10/31/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 839,759	\$ 932,042	\$ 1,771,802	\$ 1,097,378	\$ 987,686	\$ 2,085,064
Medi-Cal SGF-EPSDT	177,820	220,663	398,482	238,519	204,652	443,171
Medicare	3,656	1,287	4,943	4,868	2,704	7,572
Contracts	-	9,987	9,987	2,500	9,579	12,079
Patient fees and insurance	256	57	313	425	29	454
Rent income - TCMH & MHSA Housing	3,696	23,407	27,103	4,947	24,434	29,381
Other income	254	74	328	340	130	470
Net Operating Revenues	1,025,441	1,187,516	2,212,957	1,348,975	1,229,215	2,578,190
OPERATING EXPENSES						
Salaries, wages and benefits	3,037,125	4,589,060	7,626,185	2,788,935	4,182,955	6,971,890
Facility and equipment operating cost	205,752	414,014	619,765	251,046	481,994	733,040
Client lodging, transportation, and supply expense	5,778	28,020	33,798	90,913	520,074	610,987
Depreciation & amortization	106,687	206,280	312,968	53,316	139,866	193,182
Other operating expenses	248,854	486,987	735,841	206,520	425,851	632,372
Total Operating Expenses	3,604,195	5,724,362	9,328,557	3,390,731	5,750,740	9,141,471
OPERATING (LOSS) (Note 1)	(2,578,755)	(4,536,846)	(7,115,600)	(2,041,755)	(4,521,526)	(6,563,281)
Non-Operating Revenues (Expenses)						
Realignment	1,218,450	-	1,218,450	1,218,450	-	1,218,450
MHSA funds	-	14,780,860	14,780,860	-	11,719,531	11,719,531
Grants and Contracts	8,903	-	8,903	184,779	-	184,779
Interest Income	(2,590)	(38,212)	(40,802)	4,080	18,892	22,972
Interest expense	-	-	-	(11,840)	-	(11,840)
Total Non-Operating Revenues (Expense)	1,224,763	14,742,648	15,967,411	1,395,470	11,738,423	13,133,893
INCOME (LOSS)	(1,353,992)	10,205,802	8,851,810	(646,286)	7,216,898	6,570,612
INCREASE (DECREASE) IN NET POSITION	(1,353,992)	10,205,802	8,851,810	(646,286)	7,216,898	6,570,612
NET POSITION, BEGINNING OF YEAR	7,995,472	25,853,634	33,849,106	4,787,631	24,868,486	29,656,117
NET POSITION, END OF MONTH	\$ 6,641,480	\$ 36,059,437	\$ 42,700,917	\$ 4,141,345	\$ 32,085,384	\$ 36,226,729

(Note 1) "Operating Loss" reflects loss before realignment funding and MHSA funding which is included in non-operating revenues.

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF CASH FLOWS
FOUR MONTHS ENDED OCTOBER 31, 2022 AND 2021**

	PERIOD ENDED 10/31/22			PERIOD ENDED 10/31/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	\$ 1,360,706	\$ 1,107,476	\$ 2,468,183	\$ 1,166,852	\$ 1,188,160	\$ 2,355,012
Cash payments to suppliers and contractors	(656,364)	(991,522)	(1,647,886)	(957,109)	(1,429,063)	(2,386,172)
Payments to employees	(3,116,761)	(4,705,584)	(7,822,345)	(2,993,950)	(4,358,046)	(7,351,996)
	<u>(2,412,419)</u>	<u>(4,589,630)</u>	<u>(7,002,049)</u>	<u>(2,784,207)</u>	<u>(4,598,948)</u>	<u>(7,383,155)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	5,779,411	5,779,411	-	7,700,731	7,700,731
CalHFA-State Administered Projects	-	64,485	64,485	-	110	110
Realignment	1,876,672	-	1,876,672	1,218,450	-	1,218,450
Grants and Contracts	110,000	-	110,000	94,509	-	94,509
	<u>1,986,672</u>	<u>5,843,896</u>	<u>7,830,568</u>	<u>1,312,959</u>	<u>7,700,841</u>	<u>9,013,800</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(2,457)	(47,642)	(50,099)	(55,903)	(17,028)	(72,931)
Principal paid on capital debt	-	-	-	(771,676)	-	(771,676)
Interest paid on capital debt	-	-	-	(11,840)	-	(11,840)
Intercompany-MHSA & TCMH	(875,396)	875,396	-	(104,423)	104,423	-
	<u>(877,853)</u>	<u>827,754</u>	<u>(50,099)</u>	<u>(943,841)</u>	<u>87,395</u>	<u>(856,446)</u>
Cash Flows from Investing Activities						
Interest received	27,846	156,616	184,462	6,976	32,911	39,887
	<u>27,846</u>	<u>156,616</u>	<u>184,462</u>	<u>6,976</u>	<u>32,911</u>	<u>39,887</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(1,275,754)	2,238,636	962,882	(2,408,113)	3,222,199	814,086
Cash Equivalents at Beginning of Year	8,386,759	31,504,790	39,891,549	8,578,296	26,320,242	34,898,537
Cash Equivalents at End of Month	<u>\$ 7,111,004</u>	<u>\$ 33,743,427</u>	<u>\$ 40,854,431</u>	<u>\$ 6,170,183</u>	<u>\$ 29,542,440</u>	<u>\$ 35,712,623</u>
Cash from the Balance Sheet	<u>7,082,141</u>	<u>33,557,778</u>	<u>40,639,920</u>			
YTD Gain/(Loss) from GASB 31 Fair Market Value	<u>(28,863)</u>	<u>(185,649)</u>	<u>(214,512)</u>			

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
FOUR MONTHS ENDING OCTOBER 31, 2022
(UNAUDITED)

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
OPERATING REVENUES									
Medi-Cal FFP	\$ 915,768	\$ 2,120,395	\$ (1,204,627)	\$ 1,016,404	\$ 1,952,308	\$ (935,904)	\$ 1,932,172	\$ 4,072,703	\$ (2,140,531)
Medi-Cal SGF-EPSDT	193,915	700,148	(506,233)	240,635	556,788	(316,152)	434,550	1,256,935	(822,385)
Medicare	3,656	4,000	(344)	1,287	700	587	4,943	4,700	243
Patient fees and insurance	256	367	(111)	57	-	57	313	367	(54)
Contracts	-	6,667	(6,667)	9,987	8,333	1,654	9,987	15,000	(5,013)
Rent income - TCMH & MHSA Housing	3,696	3,696	-	23,407	23,333	73	27,103	27,029	73
Other income	254	367	(113)	74	-	74	328	367	(39)
Provision for contractual disallowances	(92,104)	(275,121)	183,017	(104,334)	(250,910)	146,575	(196,438)	(526,031)	329,593
Net Operating Revenues	1,025,441	2,560,517	(1,535,077)	1,187,516	2,290,553	(1,103,037)	2,212,957	4,851,070	(2,638,114)
OPERATING EXPENSES									
Salaries, wages and benefits	3,037,125	3,786,274	(749,149)	4,589,060	5,441,534	(852,474)	7,626,185	9,227,808	(1,601,623)
Facility and equipment operating cost	213,407	314,996	(101,589)	414,911	665,387	(250,476)	628,318	980,383	(352,065)
Client program costs	3,286	18,491	(15,205)	7,762	358,391	(350,629)	11,048	376,882	(365,834)
Grants	-	-	-	38,550	110,000	(71,450)	38,550	110,000	(71,450)
MHSA training/learning costs	-	-	-	43,099	31,667	11,432	43,099	31,667	11,432
Depreciation & amortization	106,687	54,476	52,211	206,280	144,966	61,314	312,968	199,443	113,525
Other operating expenses	243,690	188,034	55,657	424,700	536,720	(112,020)	668,390	724,754	(56,364)
Total Operating Expenses	3,604,195	4,362,271	(758,076)	5,724,362	7,288,665	(1,564,304)	9,328,557	11,650,937	(2,322,380)
OPERATING (LOSS)	(2,578,755)	(1,801,754)	(777,001)	(4,536,846)	(4,998,112)	461,266	(7,115,600)	(6,799,866)	(315,734)
Non-Operating Revenues (Expenses)									
Realignment	1,218,450	1,466,667	(248,216)	-	-	-	1,218,450	1,466,667	(248,216)
MHSA Funding	-	-	-	14,780,860	14,780,860	-	14,780,860	14,780,860	-
Grants and contracts	8,903	268,333	(259,431)	-	-	-	8,903	268,333	(259,431)
Interest (expense) income, net	(2,590)	7,800	(10,390)	(38,212)	50,140	(88,352)	(40,802)	57,940	(98,742)
Total Non-Operating Revenues (Expense)	1,224,763	1,742,800	(518,037)	14,742,648	14,831,000	(88,352)	15,967,411	16,573,800	(606,389)
INCREASE(DECREASE) IN NET POSITION	\$ (1,353,992)	\$ (58,954)	\$ (1,295,038)	\$ 10,205,802	\$ 9,832,888	\$ 372,915	\$ 8,851,810	\$ 9,773,934	\$ (922,123)

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
FOUR MONTHS ENDING OCTOBER 31, 2022**

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:

TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CFTN PROGRAMS)

Net Operating Revenues

Net operating revenues are lower than budget by \$2.6 million for the following reasons:

- 1 **Medi-Cal FFP revenues for FY 2022-23** were approximately \$2.1 million lower than the budget. Medi-Cal FFP revenues were \$1.2 million lower for TCMH and \$936 thousand lower for MHSA. At TCMH, the adult program revenues were lower than budget by \$863 thousand and the children program revenues were lower by \$341 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$581 thousand and the Children and TAY FSP programs were lower by \$355 thousand.
- 2 **Medi-Cal SGF-EPSDT revenues for fiscal year 2022-23** were lower than budget by \$822 thousand of which \$506 thousand lower were from TCMH and \$316 thousand lower were from MHSA. SGF-EPSDT relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSDT) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.
 - > *Medi-Cal and Medi-Cal SGF-EPSDT revenues are recognized when the services are provided and can vary depending on the volume of services provided from month to month. Projected (budgeted) services are based on estimated staffing availability and the assumption that vacant positions will be filled. For the fiscal year 2022-23, Tri-City is in the process of migrating from its current electronic health records (EHR) system to a new EHR system, CERNER. During this transition and training period, low volume of billings are to be expected as staff are learning and adapting to the new EHR system.*
- 3 **Medicare revenues** are in line with the budget. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 **Contract revenues** are lower than the budget by approximately \$5 thousand.
- 5 **Rent incomes** are in line with the budget. The rental income represents the payments collected from Genoa Pharmacy space leasing at the 2008 N. Garey and from the tenants staying at the MHSA house on Park Avenue.
- 6 **Provision for contractual disallowances** for fiscal year 2022-23 is \$330 thousand lower than budget due to lower revenues.

Operating Expenses

Operating expenses were lower than budget by \$2.3 million for the following reasons:

- 1 **Salaries and benefits** are \$1.6 million lower than budget and of that amount, salaries and benefits are approximately \$749 thousand lower for TCMH operations and are \$852 thousand lower for MHSA operations. These variances are due to the following:
 - TCMH** salaries are lower than budget by \$558 thousand due to vacant positions and benefits are lower than budget by \$191 thousand.
 - MHSA** salaries are lower than budget by \$659 thousand. The direct program salary costs are lower by \$540 thousand due to vacant positions and the administrative salary costs are lower than budget by \$119 thousand. Benefits are lower than the budget by \$193 thousand. Of that, health insurance is lower than budget by \$199 thousand, state unemployment insurance is lower by \$39 thousand and workers compensation is lower by \$30 thousand. These lower costs are offset by the annual payment of CalPERS Unfunded Accrued Liability in July.
- 2 **Facility and equipment operating costs** were lower than the budget by \$352 thousand of which \$102 thousand lower were from TCMH and \$250 thousand lower were from MHSA. These lower costs are related to the CFTN expenses to be spent during the fiscal year that has not yet happened.
- 3 **Client program costs** are lower than the budget by \$366 thousand mainly from MHSA due to lower FSP client costs.
- 4 **Grants for fiscal year 2022-23** are approximately \$71 thousand lower than the budget mainly from the new Student Loan Forgiven program under the WET plan. Other grants awarded under the PEI Community Wellbeing project are \$11 thousand higher than the budget due to timing.
- 5 **MHSA learning and training costs** are lower than the budget by \$11 thousand.
- 6 **Depreciation and amortization** is \$114 thousand higher than the budget mainly due to the implementation of the GASB 87 where building leases are reported as rights to use assets and the associated lease liabilities are recorded. These liabilities will then be gradually reduced as they are amortized monthly.
- 7 **Other operating expenses** were lower than the budget by \$56 thousand of which \$56 thousand higher were from TCMH and \$112 thousand lower were from MHSA. At TCMH, the higher cost was mainly due to the liability insurance cost incurred for the Psychiatric Assessment Care Team (PACT) program with the City of Claremont Police Department. As agreed, Tri-City will be reimbursed for 50% of this cost from the City of Claremont. At MHSA, the lower costs were from conference fees and professional fees.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
FOUR MONTHS ENDING OCTOBER 31, 2022**

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:

TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CFTN PROGRAMS)

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are lower than budget by \$606 thousand as follows:

1 TCMH non-operating revenues are \$518 thousand lower than the budget. Of that, realignment fund is lower than the budget by \$248 thousand, grants and contracts including the Crisis Care Mobile Units (CCMU) and the Student Mental Health Services Act (MHSSA) are lower than the budget by \$259 thousand, interest income net with fair market value is lower than budget by \$10 thousand.

2 MHSA non-operating revenue is in line with than the budget.

In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

The differences in actual to budget are broken out as follows:

	Actual	Budget	Variance
CSS funds received and available to be spent	\$ 12,284,819	\$ 12,284,819	\$ -
PEI funds received and available to be spent	2,221,507	2,221,507	-
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	-	-	-
INN funds received and available to be spent	274,534	274,534	-
Non-operating revenues recorded	<u>\$ 14,780,860</u>	<u>\$ 14,780,860</u>	<u>\$ -</u>

CSS, PEI and INN recorded revenues are in line with the budgets.

Interest income net with fair market value calculation for MHSA results in a lower than budget by \$99 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOUR MONTHS ENDED OCTOBER 31, 2022 AND 2021

	PERIOD ENDED 10/31/22			PERIOD ENDED 10/31/21		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 839,759	\$ 932,042	\$ 1,771,802	\$ 1,097,378	\$ 987,686	\$ 2,085,064
Medi-Cal SGF-EPSDT	177,820	220,663	398,482	238,519	204,652	443,171
Medicare	3,656	1,287	4,943	4,868	2,704	7,572
Realignment	1,218,450	-	1,218,450	1,218,450	-	1,218,450
MHSA funds	-	14,780,860	14,780,860	-	11,719,531	11,719,531
Grants and contracts	8,903	9,987	18,890	187,279	9,579	196,858
Patient fees and insurance	256	57	313	425	29	454
Rent income - TCMH & MHSA Housing	3,696	23,407	27,103	4,947	24,434	29,381
Other income	254	74	328	340	130	470
Interest Income	(2,590)	(38,212)	(40,802)	4,080	18,892	22,972
Total Revenues	2,250,203	15,930,164	18,180,367	2,756,285	12,967,638	15,723,923
EXPENSES						
Salaries, wages and benefits	3,037,125	4,589,060	7,626,185	2,788,935	4,182,955	6,971,890
Facility and equipment operating cost	205,752	414,014	619,765	251,046	481,994	733,040
Client lodging, transportation, and supply expense	5,778	28,020	33,798	90,913	520,074	610,987
Depreciation & amortization	106,687	206,280	312,968	53,316	139,866	193,182
Interest expense	-	-	-	11,840	-	11,840
Other operating expenses	248,854	486,987	735,841	206,520	425,851	632,372
Total Expenses	3,604,195	5,724,362	9,328,557	3,402,570	5,750,740	9,153,311
INCREASE (DECREASE) IN NET POSITION	(1,353,992)	10,205,802	8,851,810	(646,286)	7,216,898	6,570,612
NET POSITION, BEGINNING OF YEAR	7,995,472	25,853,634	33,849,106	4,787,631	24,868,486	29,656,117
NET POSITION, END OF MONTH	\$ 6,641,480	\$ 36,059,437	\$ 42,700,917	\$ 4,141,345	\$ 32,085,384	\$ 36,226,729

NOTE: This presentation of the Change in Net Assets is NOT in accordance with GASB, but is presented only for a simple review of Tri-City's revenue sources and expenses.

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer

SUBJECT: Monthly Clinical Services Report

UPDATE: Cerner Implementation and Data Collection

Tri-City Mental Health Authority continues to implement the Cerner electronic health record technology. We are learning about the software's data tracking and report generating capabilities in this process. Please note that monthly reports for the time being will not contain the data and outcomes previously reported on. We will be developing new reports that we will be able to share with the board in the months to come.

ACCESS TO CARE

Access to Care continues to see a steady flow of referrals coming through the SRTS system (Service Request Tracking System). In October/2022 we received 73 SRTS referrals, which is the most we have ever received in one month through the SRTS system. In November/2022 the number of referrals decreased to 42 which is more in line with the average number of referrals received through the SRTS system. The increase of referrals noticed in October/2022 could be due to variety of factors including but not limited to other agencies lacking capacity for referrals and there being an increase in individuals seeking mental health services. Referrals that are sent through the SRTS system consist of referrals being made by individuals themselves, concerned family members, hospitals, DPSS, DCFS, presumptive transfers from other counties, and other agencies lacking capacity to offer mental health services.

ADULT OUTPATIENT

Crisis/On Call:

The afterhours crisis line has been receiving an increase in calls each week. The Adult and Child and Family Services Teams have been collaborating and enhancing after hour crisis procedures to help support both active clients and community calls. To meet the anticipated demand that typically presents during the holidays an additional staff member will be available for the month of December.

Groups:

Adult Department is successfully running 15 therapeutic groups to meet clinical need and client demand. The group topics include managing depression and anxiety, healthy coping skills, and trauma recovery. Clinical groups allow clients to decrease social isolation and generalize skills obtained in individual therapy to interactions with others.

In November the adult FSP program had a combination graduation celebration and holiday resource fair for clients in the program on the 2008 Garey Campus. Client who successfully completed their treatment goals received recognition from their team and clients were able to get information on valuable holiday resources such as agencies providing meals, gifts, and necessities for the winter months.

CHILD AND FAMILY SERVICES

Children's FSP team is now able to offer a new treatment modality. One of the FSP clinicians became certified in the Child Parent Psychotherapy a therapeutic modality for specifically for the 0-5 population. This clinician will continue to work with this population completing specialized assessments, evidence base care and sharing some of her knowledge with others. Additionally, a cohort of clinicians are working on certification in Trauma Focused Cognitive Behavioral Therapy

Co-Occurring Support Team (COST)

The COST team continues to offer robust substance use recovery programming. The recovery support group has an average attendance of 12 clients and is offered 2 times weekly. Additionally, the trauma specific group and women's recovery group both have consistent attendance from community members.

HOUSING

TCMHA has partnered with Jamboree Housing Corporation and the City of Pomona on a new Permanent Supportive Housing site, here in Pomona: Villa Esperanza. FPI Management is the property management company that has been selected to oversee the property. The building has not completed construction, yet. The tentative date to begin moving in tenants is January 18, 2023, and property management is beginning the application process.

Tri-City has 10 units (4 1-bedroom, 3 2-bedroom, 3 3-bedroom) that we will be providing the supportive services to. The households that will be applying to these units, have been identified via the Coordinated Entry System. Their information has been provided to FPI to begin the application process.

There are 8 units that are reserved for Veterans that will also be selected to apply through the Coordinated Entry System, by LAHSA.

The remaining 39 units are general affordable and open to the public to apply. Anyone interested in applying needs to go on Villa Esperanza's website and complete the interest form. The form is now open and will close at the end of, Sunday, December 18th. FPI Management will hold a lottery to create a waitlist.

Tri-City will be setting up computer stations at 2008 (for clients) and Wellness Center (for community members) to use to complete the interest list if they are unable to do so independently.

PEER SUPPORT SPECIALISTS

The first peer support specialist on the team has passed the certification exam, which will enable them to bill MediCal for their services once the state has completed implementation. The remaining team members are joining study groups and are slated to take the exam in the spring.

THERAPEUTIC COMMUNITY GARDEN (TCG)

The month of November was a very busy month for the TCG team regarding external collaborations and workshops. In early November, TCG provided a workshop at a Cal Poly Pomona Veteran's Resource Center event focused on improving access to jobs and resources for the veteran students at the university. TCG Team members who have participated in this event in the past reported an increase of interest in TCG overall from the veterans that attended the event. Later, TCG Team engaged youth at the Da Center for the Arts through educational and fun readings of stories and providing fruit. Later in the month TCG provided a workshop for older adults in collaboration with The Joslyn Center where participants were able to engage in creating their own scented sachets. Participants who were involved in the activity reported enjoyment in being outdoors and being creative with the collection of dried herbs provided by the TCG Team. Another external workshop was done with God's Pantry where participants engaged in making their own succulent arrangements. The population involved varied from the TAY age and adults. The TCG Team engaged these participants in the activity and keyed them to engaging in mindfulness and the joy of being involved in nature and how plants can elevate our moods just by us being in their presence. Finally, TCG team was welcomed to a 0-3 class led by teachers at Casa Colina to develop ideas for a future collaboration. The team was able to observe the methods in which the teachers organized their classes and addressed the needs of their students. Due to TCG engaging in the community from all ages, being able to learn from observing the class and interacting with the teachers assists us in being able to prepare more appropriate activities and programming for the 0-3 stage of development.



Top Left: I Am One Art Activity at Da Center for the Arts. ***Bottom Left:*** Joslyn Center participants filling sachets with herbs. ***Right:*** Succulent setup at God's Pantry.
Internal Outreach



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Authority
Rimmi Hundal, Executive Director

FROM: Seeyam Teimoori, M.D., Medical Director

SUBJECT: Medical Director's Monthly Report

TRI-CITY MENTAL HEALTH CENTER AND POMONA VALLEY HOSPITAL FAMILY MEDICINE RESIDENCY PROGRAM COLLABORATION IN RESIDENTS EDUCATION AND PROVIDING PRIMARY CARE SERVICES

Current estimates indicate that 50% of the population experience at least one mental disorder in their lifetime and that at least 10 to 25% have suffered a mental disorder in the past year. Primary care physicians are the cornerstone of recognition, diagnosis, treatment, and specialist referral for all types of disorders, whether they are somatic, psychological, or both. They usually have the most contact and rapport with patients and there is no stigma attached to their services, so patients usually find it easy to communicate with them and seek help for both physical and mental health issues. In fact, they treat more patients with mood and anxiety disorders than psychiatrists. Based on a CDC reports, in 2010, 20% of all visits to primary care physicians included at least one of the following mental health indicators: depression screening, counseling, a mental health diagnosis or reason for visit, psychotherapy, or provision of a psychotropic drug. Also, patients with psychotic and bipolar disorders have more comorbid medical conditions and higher mortality rates than patients without serious mental illness. Many medications prescribed for serious mental illness have significant metabolic and cardiovascular adverse effects.

Despite all these facts, training in Mental Health disorders in Primary care (Internal Medicine and Family Medicine) residencies does not seem to meet all the demands. For example, in Family Medicine residency, out of 3 years long training, psychiatry rotation is limited to 2-4 weeks and that is usually just few hours a week.

At the same time, people with serious mental illness are at elevated risk for a wide range of medical conditions, illnesses, and premature death, at least in part because of poor connections to primary and preventive medical care. Such individuals are known to present formidable challenges to traditional primary care, while at the same time perceiving the primary care system as insensitive and unresponsive to their needs. Without regular primary care, adults with serious mental illness often have more emergency department visits and potentially preventable medical hospitalizations

Governing Board of Tri-City Mental Health Authority
Monthly Staff Report of Dr. Seeyam Teimoori
December 21, 2022
Page 2

because chronic conditions are not well controlled. One promising strategy to improve care for this population is to integrate primary care into community mental health settings where persons with mental illness are already receiving mental health services.

Tri-City Mental Health Center has been providing hands-on clinical mental health training to Pomona Valley Hospital Family Medicine residents. We are planning to also expand the primary care services performed by the family medicine residents and faculties by providing them primary care exam rooms and other necessary spaces (this is presented as an agenda to our governing board this month), which will be a huge step in integrating primary care services with mental health care and achieving one stop shop model for our clients, while providing an opportunity for our future primary care physicians to be more competent and confident in treating patients with comorbid mental and physical health illnesses.



**Tri-City Mental Health Authority
Monthly Staff Report**

DATE: December 21, 2022
TO: Governing Board of Tri-City Mental Health Authority
FROM: Rimmi Hundal, Executive Director
BY: Dana Barford, Director MHSA and Ethnic Services
SUBJECT: Monthly MHSA and Ethnic Services Report

COMMUNITY PLANNING PROCESS

On December 6 and 8, Tri-City hosted the first Community Forum as part of the MHSA community planning process for FY 2022-23. In keeping with previous practices, both a morning and evening meeting was held which consisted of identical content and focused on an introduction to Tri-City Mental Health as well as the programs funded through the Mental Health Services Act (MHSA). Several program participants spoke during the meetings and shared their experiences which was well received by the attendees.

In addition, a new amendment to last year's MHSA Annual Update for FY 2022-23 was presented which described a change in funding source for the Access to Care services and School Based Services program, both of which are currently funded with 1991 Realignment dollars. The amendment requests approval for the addition of the Access to Care (ATC) services to the Community Services and Supports Plan and the addition of the School Based Services (SBS) program to the Prevention and Early Intervention Plan with funding provided under the Mental Health Services Act (MHSA). Over 80% of stakeholders in attendance supported this change and this amendment is now posted on Tri-City's website for a 30-day public comment period ending on January 10. Following the close of this comment period, the amendment will be presented to Tri-City's Mental Health Commission on January 10 and to the Governing Board on January 18 for final approval.

ETHNIC SERVICES

In honor of Native American Heritage Month, Tri-City staff were invited to a one-hour presentation on Wellness and Healing in Native and Tribal Communities presented by Henri Mascorro. The presentation focused on Native and Ingenious communities based on Ms. Mascorro's wisdom and lived experience growing up on the reservation. Staff had an opportunity to gain an understanding of common healing practices in Native communities such as the talking stick, burden basket, and sweat lodges. In addition, conversations around common misconceptions and challenges engaging the Native American community in mental health services were also part of the discussion. During this time, Ms. Mascorro graciously displayed a wonderful array of sacred treasures which

reflect her heritage. As Tri-City continues to learn from cultural brokers such as Ms. Mascorro, they seek to build bridges with all Native communities when it comes to receiving services in mental health.



COMMUNITY NAVIGATORS

Hope for Home, a local community shelter, is on quarantine again due to a recent COVID outbreak. As a result, the Community Navigators have not been able to make referrals to their assigned cohort beds. However, due to the cold weather, additional emergency winter shelters have opened, and these shelters serve as the primary referral location for individuals in need.

Outreach efforts for the month of November, consisted of inviting the community to Tri-City's MHSA Community Forum. Flyers for the community forum were disbursed at local community centers, libraries, and city halls. In addition, the program has identified community holiday resources that clients/participants and their families can access. In collaboration with Shoes That Fit and their holiday campaign, the CN's were able to provide shoes for 30 school age kids from Tri-City's Children and Family Department.

WORKFORCE EDUCATION AND TRAINING (WET)

During the month of November, the WET program continued to support Tri-City staff in the development of skills and competencies by offering several trainings. Many of these trainings were made available through the online learning platform, Relias, where staff completed 249 online courses over 166 hours.

Outreach with local colleges also continued, including a presentation to Psi Chi, a college honor society of high achieving students of psychology. This presentation was made to 40 students, some in person and others virtually, and discussed a wide range of career options in mental health, the value of working in community mental health settings, and

Tri-City Mental Health in particular. Several attendees expressed an interest in volunteering with the Agency and will be contacted to begin the application process.

Tri-City's social media platforms continue to be a method of communication with community members and others about upcoming events, employment opportunities, messages from the Therapeutic Community Garden team, and more. TCMH reached 464 people by Facebook, 424 by Instagram, 101 on LinkedIn, and 166 via Twitter.

PREVENTION AND EARLY INTERVENTION (PEI)

Community Trainings

During the month of November, staff provided the following trainings: Mental Health First Aid (MHFA) in person for the City of Pomona, Motivational Interviewing to Bonita Unified School District interns and Claremont Unified School District interns. Staff also partnered with Cal Poly Pomona and hosted trainings for the Tri-City community which focused on nutrition and mental health. In December, staff will be providing trainings to Bright Prospect and is currently scheduling trainings for January with Cal Poly Pomona University.

Stigma Reduction

Program staff met with California Mental Health Services Authority (CalMHSA) staff to discuss creating Tri-City's own [Directing Change](#) landing page Directing Change's website. Directing Change is part of statewide efforts to prevent suicide, reduce stigma and discrimination related to mental illness, and to promote the mental health and wellness of students. An event Directing Change will be hosting in December is called: **Paint My Piece**. This event will be hosted by a Claremont High School student. **The Paint My Piece** event will occur on **December 7th from 6-8pm**. Tickets for youth (up to 24) are free and adults (25 & up) are \$15. For tickets and details, visit: https://PaintMyPiece_DirectingChange.eventbrite.com

Program staff created a new Courageous Minds flyer to help outreach and recruit new potential speakers. [Courageous Minds](#) brings together a small group of people to learn how to share their experiences with a mental health condition or what it's been like supporting someone they care about. Our speakers are comprised of both individuals and family members, and represent a cross section of age, culture, diagnosis and experience. Application can be found on our website and **deadline to submit is January 4th, 2023**. Lastly, program staff presented a presentation about Room4Everyone, Tri-City's stigma reduction campaign to our community stakeholders who are a part of the [Crisis Care Mobile Units \(CCMU\) and Mental Health Student Services Act \(MHSSA\)](#) grant.

WELLNESS CENTER

In November, the Wellness Center continued its commitment to supporting the community. With the understanding that many families struggle financially during the holidays, the Family Wellbeing staff identified and connected ten families to the Wellness Center. Each family received a turkey with a food basket to facilitate their Thanksgiving meal. These families expressed their gratitude to the Center staff and their generous attempt to meet this important need.

The Center also brought back, after a 2-year COVID hiatus, the popular Family Movie Night. In addition, the annual Holiday Tree Lighting tradition took place on December 2nd with 11 participants. Due to COVID restrictions, capacity was limited but attendees enjoyed the return of a much-loved holiday celebration which included interactive activities for children and families, raffles, gifts, and refreshments.



INNOVATION

During the month of November, the two current Innovation projects continue to make progress. The first project, Help Hand, focused on outreach and engagement of participants. Several presentations were made at two senior centers in Claremont to showcase the Help@Hand project to the senior populations. Five seniors have signed up to join this project with two receiving tablets to assist with their participation.

The second project, Psychiatric Advance Directives (PADs) Collaborative, hired a new contractor, Painted Brain, who will be assisting with engaging peers to participate in this project. In addition, discussions were held regarding transition age youth, one of the priority populations for this project, and how to effectively interact with them and use the PADs during a crisis.



Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: December 21, 2022

TO: Governing Board of Tri-City Mental Health Center
Rimmi Hundal, Executive Director

FROM: Natalie Majors-Stewart, LCSW, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

UPDATE ON CALAIM - CALIFORNIA ADVANCING AND INNOVATING MEDI-CAL

This year (2022) was a significant year for the CalAIM initiative, in terms of launching and implementing CalAIM changes for Medicaid providers, throughout the State of California. As a review, the purpose of CalAIM is to modernize California’s Medicaid program, with the goal of improving the quality of life and health outcomes of Medi-Cal beneficiaries in California. CalAIM changes will be implemented starting from 2022 - through 2027. The following is an outline of notable CalAIM requirements (along with the status of implementation) that *have* had and *will* have a significant impact on the TCMHA (Tri-City Mental Health Authority) system of care.

<u>Live Date</u>	<u>Criteria for Accessing Services</u>	<u>Status</u>
January 2022	DHCS expanded access criteria for specialty mental health services; This included expanding allowable conditions, expanding coverage for services during the assessment period, and covering treatment for beneficiaries without a confirmed diagnosis.	TCMHA has integrated this requirement into our system of care.
<u>Live Date</u> July 2022	<u>Clinical Documentation Redesign</u> DHCS revised statewide mental health documentation requirements to align with medical requirements, to improve efficiency and to help with decreasing provider burnout.	<u>Status</u> TCMHA has integrated this requirement into our system of care.
<u>Live Date:</u> January 2023	<u>Standardized Screening and Transition Tools</u> DHCS will implement standardized <i>Screening and Transition of Care Tools</i> for medi-cal mental health service providers across the State. Tools will help determine the most appropriate system for care and will help ensure timely and coordinated care upon transition from one system of care to another.	<u>Status</u> TCMHA is currently developing a plan and protocols for implementing this requirement into our system of care.
<u>Live Date:</u> July 2023	<u>Payment Reform & CPT Code Transition</u> DHCS plans to transition counties from a cost-based reimbursement methodology to a new structure that will be more consistent with incentivizing outcomes and quality over volume and cost. Additionally, there will be changes to the Procedure Coding System.	<u>Status</u> TCMHA is monitoring DHCS developments and awaiting final guidelines.